

**RECEIVED**

OCT 29 2007

Office of Enforcement  
Compliance & Environmental  
Justice

John Arrigo  
Administrator  
Enforcement Division  
Department of Environmental Quality  
1520 E. Sixth Avenue  
P. O. Box 200901  
Helena, Montana 59620-0901

October 26, 2007

**CASE NO.: CDV-2004-212  
EAST HELENA SITE  
QUARTELY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

Dear Mr. Arrigo:

On October 2, 2007, Asarco and the Montana Department of Environmental Quality (Department) entered into an Administrative Order on Consent, Docket No. HW-07-01 (Order), to continue Asarco's cleaning and demolition program established under the 2005 Consent Decree. The Order requires Asarco to develop and implement yearly work plans for the removal, storage, and proper disposal or recycling of all remaining hazardous waste and/or secondary material located in process units, pollution control devices, and storage units and other identified areas of the East Helena Plant.

On May 18, 2007, Asarco submitted to the Department the 2007 Cleaning and Demolition Work Plan that described the management activities for calendar year 2007. On June 13, 2007, the Department tentatively approved the Work Plan. On August 13, 2007, Asarco submitted to the Department the August 2007 Work Plan that narrowed the scope of the 2007 cleaning and demolition project (defined as the Phase IV, Stage 1 area) relating to areas located in close proximity to the proposed former speiss-dross area slurry wall.

Section 5.1 of the Work Plan requires Asarco to submit quarterly Work Plan Reports to the Department that discuss the actions taken by Asarco under the Work Plan. The following report describes those activities that have occurred or are related to projects performed under the Work Plan from July 2007 through September 2007.

**a. A description of the portion of the Work Plan completed;**

On September 14, 2007, the Department conducted an inspection of the Work Plan cleaning and demolition program activities.

The following discussion summarizes the Work Plan activities that were completed during the third quarter 2007 reporting period.

Contractor's Lunchroom

The initial cleaning and demolition of the contractor's lunchroom is 100% complete. The surface layer of exposed soils adjacent to the contractor's lunchroom has undergone final cleaning. The soils sampling, excavation, confirmatory sampling, and interim capping procedures outlined in Asarco's September 25, 2007 Work Plan submittal to EPA has not been completed for the contractor's lunchroom.

Highline Railroad

The initial cleaning and demolition of the highline railroad from the No.1 bin to an area south of the charge floor is 100% complete. Most of the demolished railroad timbers and other debris have been removed. The asphalt and concrete highline railroad bin have not undergone final cleaning. Pursuant to an EPA approval, the excess soils leading to the highline railroad bins have been excavated. The soils sampling, excavation, confirmatory sampling, and interim capping procedures outlined in Asarco's September 25, 2007 Work Plan submittal to EPA has not been completed for the highline railroad or excess soils areas.

Storage Garage

The initial cleaning and demolition of the storage garage is 100% complete. The storage garage's concrete foundation has not undergone final cleaning. The surface layer of exposed soils adjacent to the storage garage has not undergone final cleaning. The soils sampling, excavation, confirmatory sampling, and interim capping procedures outlined in Asarco's September 25, 2007 Work Plan submittal to EPA has not been completed for the storage garage.

Former Speiss-Dross Baghouse and 200-Foot Stack

The interior of the former speiss-dross baghouse has been vacuum cleaned and the baghouse bags have been removed. The southern end of the interim cap was removed to accommodate the cleaning and demolition of the former speiss-dross baghouse and 200-foot stack. The initial cleaning and demolition of all sections of the baghouse, the intake ventilation system, associated support structures, and 200-foot stack is 100% complete. The 200-foot stack base has not been removed. The concrete pad underlying the baghouse and the adjacent asphalt roadways have not undergone final cleaning. Unpaved areas and exposed soils are not present in the former speiss-dross baghouse and 200-foot stack area.

#### Portions of the Blast Furnace Building

The initial cleaning and demolition of the portions of the blast furnace building are approximately 75% complete. The blast furnace crucibles and several of the support columns have not been demolished. A minor amount of demolition debris and considerable scrap metal must still be removed. Unpaved areas and exposed soils are not present in the portions of the blast furnace building area.

#### Contractor's Change Room

The initial cleaning and demolition of the contractor's change room is 100% complete. The surface layer of exposed soils adjacent to the contractor's change room has undergone final cleaning. The soils sampling, excavation, confirmatory sampling, and interim capping procedures outlined in Asarco's September 25, 2007 Work Plan submittal to EPA has not been completed for the contractor's change room.

#### Thaw House

The asbestos containing material in the thaw house has been removed. The initial cleaning and demolition of the thaw house is approximately 75% complete. A minor amount of demolition debris must still be removed. The surface layer of exposed soils adjacent to and within the thaw house has not undergone final cleaning. The soils sampling, excavation, confirmatory sampling, and interim capping procedures outlined in Asarco's September 25, 2007 Work Plan submittal to EPA has not been completed for the thaw house.

#### Main Office

The asbestos containing pipe insulation and floor tile with associated mastic within the main office has been removed. The initial cleaning, demolition, and excavation of the main office is 100% complete. As part of the final cleaning process, exposed soils below the main office were excavated to about 6 feet below grade surface. The backfilling of the main office footprint with fumed slag and install the interim cover is pending. On September 26, 2007, Asarco invited the Department to inspect the final cleaning condition. In early October 2007, the main office excavation hole will be backfilled with fumed slag. Before backfilling the main office footprint with fumed slag, the soil sampling procedures outlined in Asarco's September 25, 2007 Work Plan submittal to EPA were completed. Asarco recognizes that EPA has not reviewed nor approved the September 25, 2007 work plan and that it may be necessary to remove the fumed slag and interim cover (at some future date) should additional soil excavation be warranted.

#### Main Natural Gas Valve House

The initial cleaning and demolition of the main natural gas valve house is 100% complete. The main natural gas valve house area has not undergone final cleaning. Unpaved areas and exposed soils are not present in the main natural gas valve house area.

### Charge Building

The initial cleaning and demolition of the charge building is 100% complete. The scrap metal and debris generated from the charge building demolition has not been completely removed. The charge building area has not undergone final cleaning. Unpaved areas and exposed soils are not present in the charge building area.

### Stack Cleaning

URS has subcontracted Garard Chimney Company to clean the interior of the blast furnace, sinter plant, and acid plant tail gas stacks. The interior stack cleaning approach utilizes two 10,000 psi, high-pressure jets to scrub the stack's interior surfaces. The material removed from the stacks, including the pressure wash water, reports to the stack's base. The pressure wash water is decanted and routed to East Helena Plant's water treatment facility. The remaining solids will be stored within the stack's interior base until final demolition.

The cleaning of the interior sections of the sinter plant and acid plant tail gas stacks is complete. During the cleaning of the sinter plant stack, it was determined that the top 100 feet is comprised of large, baked brick that resists crumbling. The next 150 feet is comprised of similar brick that has been covered with a sealing epoxy. The final 150 feet is comprised of sprayed gunnite refractory. The acid plant tail gas stack is comprised entirely of brick. An interior stainless steel stack is located within the exterior brick stack. During the cleaning phase of the acid tail gas brick stack (particularly the section above the steel platform located approximately 35 feet above ground surface) numerous brick pieces were dislodged. These brick pieces will remain on the steel platform until final demolition. The interior cleaning of the blast furnace baghouse stack will be completed in early October 2007.

**b. Summaries of all deviations from the approved Work Plan during the reporting period;**

There were no deviations from the Work Plan during the reporting period.

**c. Summaries of all problems or potential problems encountered during the reporting period;**

There were no problems encountered during the reporting period.

**d. Projected work for the next reporting period;**

Asarco is scheduled to complete the remaining activities set forth in the 2007 Cleaning and Demolition Project, August 2007 Work Plan Amendment during the fourth quarter 2007.

- c. **Documentation of all shipments of recyclable materials and hazardous wastes off-site including shipping papers such as manifests (if required);**

Air Conditioning Freon

URS/CWC subcontracted Intermountain Heating and Air Conditioning, Inc to remove the air conditioning Freon from the heating and cooling units within the East Helena Plant. Intermountain Heating and Air Conditioning, Inc. has completed the Freon removal. The removed Freon is currently being stored at their Helena, Montana location and will be shipped to a recycler once adequate capacity has been obtained. Intermountain Heating and Air Conditioning, Inc. will advise Asarco when and where the Freon will be shipped. The Intermountain Heating and Air Conditioning, Inc. contract information and a listing of the unit numbers, locations, and Freon quantity removed are attached to this quarterly progress report.

Lead Bullion

On May 30, 2007 and June 4, 2007, Asarco shipped three trucks containing lead bullion that was previously removed from the East Helena dross plant under the 2006 Work Plan. Copies of the bills of lading for these three shipments are attached to this quarterly progress report.

Copper Speiss and Dross/Matte

In September 2007, Asarco shipped six trucks containing copper speiss and two trucks containing copper dross/matte that were previously removed from the East Helena dross plant under the 2006 Work Plan. The September 24, 2007 shipment of copper dross/matte contained two Garlord boxes of copper speiss. The copper speiss and copper dross/matte were previously removed from the East Helena Plant dross plant under the 2006 Work Plan. Copies of the bills of lading and multimodal dangerous goods forms and the non-negotiable waybills for these shipments to the NV Umicore SA Refinery are also attached to this quarterly progress report.

Scrap Metal

There were 180 shipment of recyclable materials (unprepared scrap steel) associated with the 2007 Work Plan during the third quarter 2007. A copy of the scrap metal daily transfer and delivery salvage reports for these shipments are attached to this quarterly progress report.

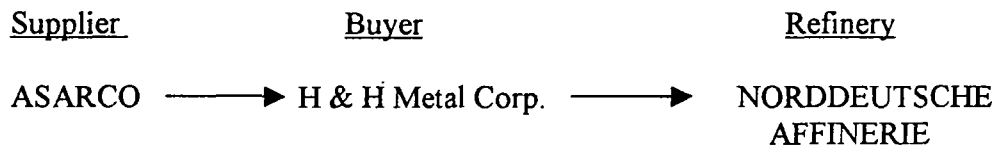
There were no shipments of hazardous wastes associated with the 2007 Work Plan during the third quarter 2007. The waste material generated during the cleaning and demolition project is being stored in approved Subpart DD structures for eventual placement in the CAMU Phase 2 Cell. A copy of the Barnum Coverall Building certification letter (for meeting the Subpart DD, Containment Building Requirements) is attached to this quarterly progress report.

- f. **Description of each shipment of reclaimed or recycled material made during the preceding quarter indicating how the material is managed, handled, or treated for recovery or recycling that demonstrates that it has value. The information to be submitted to the Department in making a successful stewardship demonstration is (1) acceptance criteria required by the receiving facility (expressed as a minimum threshold of recoverable metals and maximum allowable toxic metals), (2) a demonstration that the receiving facility is in compliance with all applicable environmental requirements, (3) a copy of the contractual agreement between Asarco, its broker and the receiving facility, (4) the name of the state or provincial regulatory contact and facility contact.**

Lead Bullion

The lead bullion that has been generated as part of the 2006 Work Plan was managed in accordance with the following procedures.

Asarco sold the lead bullion to H & H Metal Corporation. H & H Corporation sold the lead bullion to NORDDEUTSCHE AFFINERIE, as illustrated below.



1. The criterion and regulations that governs the deliveries from H & H Metal Corporation to NORDDEUTSCHE AFFINERIE and a list of surcharge and limits on elements is attached to this quarterly progress report.
2. The contract containing a statement of compliance with European Council's Regulations is attached to this quarterly progress report.
3. A copy of the contract between H & H Metal Corporation and NORDDEUTSCHE AFFINERIE is attached to this quarterly progress report.
4. The competent authority in Hamburg for NORDDEUTSCHE AFFINERIE (Ministry of Urban Development and Environment Hamburg (bsu)) and the NORDDEUTSCHE AFFINERIE contacts are:

(For the Transport of Waste from outside of Germany)

Mr. Tilman Baehr  
Waste Department  
Billstr. 84  
D 20539 Hamburg  
+49-40-42845-4245

(For other Environmental Affairs)

Mrs. Jutta Persson  
Environmental Department  
Stadthausbrücke 8  
20355 Hamburg  
+49-40-42840-2398

(For NORDDEUTSCHE AFFINERIE)

Dr. Dirk Muller  
NORDDEUTSCHE AFFINERIE  
Aktiengesellschaft  
P. O. B 10 48 40  
D-20033 Hamburg  
Germany  
+49 40 7883 3621

#### Copper Speiss and Copper Dross

The copper speiss and copper dross that has been generated as part of the 2006 Work Plan was managed in accordance with the following procedures.

Asarco sold the copper dross and copper speiss to H & H Metal Corporation. H & H Metal Corporation sold the copper dross and copper speiss to NV Umicore SA refinery, as illustrated below.

<u>Supplier</u>	<u>Buyer</u>	<u>Refinery</u>
ASARCO	→ H & H Metal Corp.	→ NV Umicore SA

Julia Wong with H & H Metal Corporation is in the process of securing the necessary information to answer questions relating to 1) acceptance criteria required by the receiving facility (expressed as a minimum threshold of recoverable metals and maximum allowable toxic metals), (2) a demonstration that the receiving facility is in compliance with all applicable environmental requirements, (3) a copy of the contractual agreement between Asarco, its broker and the receiving facility, and (4) the name of the state or provincial regulatory contact and facility contact. Asarco will forward to the Department this information upon receipt.

#### Scrap Steel

The recoverable scrap steel that has been generated as part of the 2007 Work Plan was managed in accordance with the following procedures.

<u>Supplier</u>	<u>Buyer/Owner</u>	<u>Recycler</u>
URS/CWC	→ Pacific Steel & Recycling	→ Schnitzer Steel or Nucor Steel Seattle

1. URS/CWC acquired ownership of all recoverable scrap metal that was generated under the 2007 Work Plan. URS/CWC contracted with Pacific Steel & Recycling to haul and recycle the scrap steel. URS/CWC loaded the unprepared scrap steel (defined as material that is cut into lengths that will fit into roll-off containers and side dump trucks) into roll-off containers and side dump trucks for transport to the Pacific Steel & Recycling facility located in Helena, Montana. Pacific Steel & Recycling will export prepared steel (defined as material that is cut into lengths specified by the receiving mill) to the two scrap metal recycling facilities described above. The processed scarp steel will be re-used in other steel products.
2. A September 26, 2007 letter from Mike Kempel (Pacific Steel and Recycling) states that the two mills listed above comply with all federal requirements for processing scrap metal. A copy of the September 26, 2007 letter is attached to this quarterly progress report.
3. A copy of the contract pricing letter between Pacific Steel and Recycling and URS/CWC is attached to this quarterly progress report.
4. The name of the state or provincial regulatory contact and facility contact for the scrap steel are:

(For Pacific Steel & Recycling)

Rick Thompson

Montana Department of Environmental Quality

Section Supervisor

Solid Waste and Recycling

Helena, Montana 59620

(406) 444-5345

(For Schnitizer Steel)

Jane Hickman

Oregon Department of Environmental Quality

Manager

Solid Waste and Recycling

Portland, Oregon 97203

(503) 710-5555

(For Nucor Steel Seattle, Inc.)

Elliot Zimmermann

Washington Department of Ecology

3190 160<sup>th</sup> Avenue, SE

Bellevue, Washington 98008-5452

(425) 649-7072



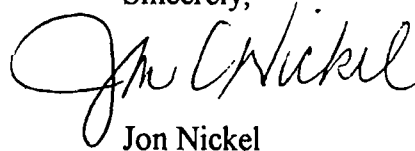
(For Pacific Steel & Recycling)  
Mike Kempel  
Branch Manager  
Pacific Steel and Recycling  
1530 National Avenue  
P. O. Box 4226  
Helena, Montana 59604-4226  
Telephone (406) 442-7851

(For Schnitizer Steel)  
Bill Whiten  
Schnitizer Steel  
Manager  
12005 North Burgard Road  
Portland, Oregon 97203  
(503) 710-1559

(For Nucor Steel Seattle, Inc.)  
Bart Kale  
Environmental Manager  
Nucor Steel Seattle, Inc.  
2424 SW Andover Street  
Seattle, Washington 98106-1100  
(604) 324-4656

If you should need any further explanation or assistance with the information contained in this quarterly progress report, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Nickel". The signature is fluid and cursive, with the first name "Jon" and last name "Nickel" clearly distinguishable.

Jon Nickel

Cc: Linda Jacobson, RCRA Project Manager

**EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

**Intermountain Heating and Air Conditioning, Inc.  
Contact Information, Unit Number, Location and Freon Quantity**

Intermountain Heating and Air Conditioning  
1751 East Lyndale  
Helena, Montana 59601  
(406) 449-4567  
Contact Person – Tom Burson

<u>Unit Number</u>	<u>Location</u>	<u>Freon Quantity (Pounds)</u>
1.	Carrier Pkg Cooling 3-4 ton (Tag not readable)	4
2.	Fredricko Mini Split (Tag not readable)	Empty
3.	Carrier 1997 Split gas 5 ton	8
4.	Carrier Split Gas Roof 1996 4 ton	6
5.	Coleman Split Gas 2 ton	4
6.	AC Shop – 5 units Window and Split Gas	5
7.	Window Unit	2
8.	Aaon Gas Pack 8 ton	17
9.	Window Unit	Empty
10.	Carrier Split Gas 4 ton	Empty
11.	Carrier Split Cooling 5 ton	1
12.	York 1993 5 ton	Empty
13.	Rheem Split Gas 1998 5 ton	8
14.	Rheem Split Gas 1997 5 ton	7
15.	Unknown Split Cooling 3 ton	4
16.	Westinghouse Window Unit	2
17.	Fredricks Window Unit	1.5
18.	York Split Gas 4 ton	6.5
19.	York Split Gas 2 ton	4
20.	Carrier Split Gas 5 ton	8
21.	Westinghouse Window Unit	2
22.	Westinghouse	2
23.	Westinghouse	1
24.	Westinghouse	2
25.	Linterm – New 134A	15
26.	Frazier – Johnson Split Gas 5 ton	Empty
27.	Carrier Split Gas 3 ton	4
28.	Lennox Split Gas 2.5 ton	40.5
<u>Total</u>		124.5 lbs

**EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

**Bills of Lading  
Lead Bullion from Dross Plant**

## STRAIGHT BILL OF LADING - SHORT FORM

ORIGINAL - NOT NEGOTIABLE

Shipper's No. \_\_\_\_\_

Carrier's Name: HARRINGTON TRUCKING

Carrier's No. \_\_\_\_\_

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

at 100 Smitten ROAD  
EAST HAVEN, CT 06435 (Date) 5/30/07 FROM ASARCO L.L.C.

The property described below, in apparent good order, except as noted (contents and condition of contents of package unknown, marked, consigned, and destined as shown below which and company the said company being indicated throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own railroad water line highway, or a route, or within the territory of its business operations, subject to the delivery to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any part of a route, or within the territory of its business operations, and as to each party of any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading in effect on the date of the issue of this bill of lading, and to the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which govern the transportation of this shipment, and the conditions and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

Consigned TO H & H METALS CORP (And or street address for purposes of notification only)  
50 MAIN STREET, WHITE PLAINS, NY 10606  
Destination Port of Loading Street Houston City TX  
County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Route \_\_\_\_\_ Delivery Address ★ \_\_\_\_\_  
(★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat)

Delivering Carrier \_\_\_\_\_ Car or Vehicle Initials and No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ And Remit to \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

No. Packages	HT	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Check Column
1		LEAD BULLION	39340		
		CONTAINER # MSC4 145525-3			
		SEA # 00266			

12. - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

Shipper, Per \_\_\_\_\_

Permanent post-office address of shipper \_\_\_\_\_

Per \_\_\_\_\_

Agent \_\_\_\_\_

Subject to Section 7 of conditions of the shipment, it is to be delivered to the consignee without recourse on the consignee, the consignee shall sign the following statement:

The carrier shall not make delivery of it shipment without payment of freight and of other lawful charges.

(Signature of consignee)

C. O. D. Charges to be

Party

☐ Shipper ☐ Consignee

If charges are to be prepaid, write "stamp here" "To be prepaid"

Received \$ \_\_\_\_\_ to apply in prepayment of the charges on the property described herein

Agent or Cashier

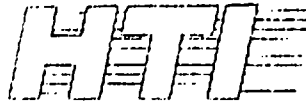
Per \_\_\_\_\_  
(If a signature here acknowledges only the amount prepaid)

Charges Advanced

13. - The terms containers used for this shipment conform to the specifications set forth in the National Motor Freight Classification and all other requirements of Rule 4 of the National Motor Freight Classification.

14. - Shipper's stamp is here of stamp, not a part of this bill of lading approved by the Interstate Commerce Commission

1



# HARRINGTON TRUCKING, INC.

510 South Delong Street  
Salt Lake City, UT 84104  
Phone: (801) 972-4974

Freight Bill/Shipment #: 27440

Date: 5/30/07

Bill To: MEDITERRANEAN SHIPPING

Origin: ASARCO LTD  
123 SMELTER ROAD

P/UAppt:  
5/30/2007  
12:00:00

EAST HELENA, MT  
(406) 227-4098 *Blaine*

Deliv Appt:

Destination: UPRR  
1100 SOUTH 5600 WEST  
SALT LAKE CITY, UT

CONTAINER #: MSCU145525-3

BOOKING #: NYC375170

## EMPTY CONTAINER TO LOAD

Delivered/Picked up Seal intact  
Seal No: 00266

Driver Delay:

Time In 100

Received in good order by: \_\_\_\_\_

Time Out \_\_\_\_\_

Date Delivered: 5-30-07 Time: 100

Driver: John

HARRINGTON TRUCKING IS NOT RESPONSIBLE FOR DETENTION CHARGES THAT MAY  
ACCRUE WHILE THE SHIPPER OR CONSIGNEE HAS POSSESSION OF THE EQUIPMENT.  
CALL HTI DISPATCH @ 972-4974 WHEN EMPTY/LOAD IS AVAILABLE FOR PICKUP.

## THIS MEMORANDUM

is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, and a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. \_\_\_\_\_

Carrier's Name: HARRINGTON Trucking

Carrier's No. \_\_\_\_\_

T.C. (C.V.D.) subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

at 100 Smith Rd 59635 (Date) 6/4/07 FROM ASARCO LLC

the property described below, in a separate bill of lading except as noted contents and condition of contents of packages unknown, marked, consigned, and destined as shown below which said company, being and used throughout this contract as moving any person or corporation in possession of the property under the contract, agrees to carry to its usual place of delivery at said destination if on its own railroad, water line, highway, route or route, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each parcel of all or any of said property, that all or any of said property shall be subject to all the terms and conditions of the Uniform Freight Bill of Lading as both (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of the property and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his consignee.

Consigned TO H A H METALS CORP (Name of street address for purposes of notification only)  
30 MAIN STREET, WHITE PLAINS, NY 10606  
 (See Rules on Delivery Shipments, the letters "C.O.D." must appear before consignee's name or its address as provided in Rule 43d, Sec. 1)

Destination PORT OF LOADING Street Houston City TX  
 County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Route \_\_\_\_\_ Delivery Address ★  
 (★ To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Delivering Carrier \_\_\_\_\_ Car or Vehicle Initials and No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ And Remit to \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

No. Packages	H M	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Crates or Cases
1		LEAD BULLION	37,160		
		CONTAINER # GSTU 339185-6			
		SEAL # 00285			

\*If the shipment is between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.  
 NOTE: — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

ASARCO LLC Shipper, Per BOB BLAINIE COX

Permanent post-office address of shipper: PO Box 1230  
EAST HELIXIA, MT 59635

Agent \_\_\_\_\_

Per [Signature]

Subject to Section 7 of conditions of the document is to be delivered to the consignee without recourse on the consignment, the consignee shall pay to the carrier the charges on the shipment without payment of freight and all other lawful charges.

(Signature of consignee)

C. O. D. Charges to be

Paid by

☐ Shipper ☐ Consignee

If charges are to be prepaid, write on stamp here: "To be Prepaid."

Received \$ \_\_\_\_\_ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per \_\_\_\_\_  
 (The signature here acknowledges only the amount prepaid.)

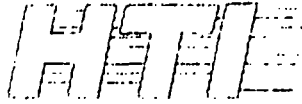
Charges Advanced

\$ \_\_\_\_\_

\*The fibre containers used for this shipment conform to the specifications set forth in the box master's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification.

\*Shipper's imprint in lieu of stamp, not a part of bill of lading approved by the Interstate Commerce Commission.

3



# HARRINGTON TRUCKING, INC.

510 South Delong Street  
Salt Lake City, UT 84104  
Phone: (801) 972-4974

Freight Bill/Shipment #: 27717

Date: 6/4/07

Bill To: MEDITERRANEAN SHIPPING

Origin: ASARCO LTD  
123 SMELTER ROAD

P/UAppt:  
6/4/2007  
14:00:00

EAST HELENA, MT  
(406) 227-4098

Destination: UPRR  
1100 SOUTH 5600 WEST  
SALT LAKE CITY, UT

Deliv Appt:

CONTAINER #: GSTU339185-6  
CHASSIS #:  
BOOKING #: NYC375170

## EMPTY CONTAINER TO LOAD

Delivered/Picked up Seal intact  
Seal No: 00225

Driver Delay:

Time In 1:39

Received in good order by: Blaine Cox

Time Out \_\_\_\_\_

Date Delivered: 6-4-07 Time: \_\_\_\_\_

Driver: Curtis

35340

HARRINGTON TRUCKING IS NOT RESPONSIBLE FOR DETENTION CHARGES THAT MAY  
ACCRUE WHILE THE SHIPPER OR CONSIGNEE HAS POSSESSION OF THE EQUIPMENT.  
CALL H11 DISPATCH @ 972-4974 WHEN EMPTY/LOAD IS AVAILABLE FOR PICKUP.



## THIS MEMORANDUM

is an acknowledgment that a Bill of Lading has been issued hereon, and is intended solely for filing of record.

Shipper's No. \_\_\_\_\_

Carrier's Name: Harrington Trucking

Carrier's No. \_\_\_\_\_

FILED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

100 Smyth Rd. 59635  
at East Helena, MT (Date) 6/4/07 FROM ASARCO LLC

the property described below, in apparent good order, except as noted hereon, and condition of contents of packages unknown, marked, consigned, and destined as shown below which said company (the "carrier") is bound to deliver to the consignee at the place of destination, if on its own railroad, water line, highway, or on roads, or within the territory of its highway operations, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property (even all or one part of said route to destination, and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Bill of Lading set forth (1) in the Uniform Freight Classification in effect on the date hereof, if this is a rail or rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification of tariff which governs the transportation of the goods, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

Consigned TO H & H Metals Corp (That is street address for purposes of notification only)  
50 MAIN STREET, WHITE PLAINS, NY 10606  
On Collect on Delivery Shipments, the follow "COD" must appear below consignee's name or as otherwise provided in Item 4 (b), Sec. 1

Destination PORT OF LOADING Street Houston City \_\_\_\_\_  
County \_\_\_\_\_ State TX Zip \_\_\_\_\_

Route \_\_\_\_\_ Delivery Address ★ \_\_\_\_\_

Delivering Carrier \_\_\_\_\_ Car or Vehicle Initials and No. \_\_\_\_\_

Collect on Delivery \$ \_\_\_\_\_ And Remit to \_\_\_\_\_

No. Packages	H/A	Kind of Package, Description of Articles, Special Marks, and Exceptions	Weight (Subject to Correction)	Class or Rate	Crack Comm.
1		LEAD BULLION	39,300 lbs		
		CONTAINER # MEQU 182546-2			
		SEA # 00280			

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.  
NOTE — Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_

ASARCO LLC Shipper, Per Blaine Cox

Permanent post-office address of shipper, PO Box 1230  
EAST HELENA, MT 59635

Per \_\_\_\_\_

Subject to Section 7 of conditions, if the bill of lading is to be delivered to the consignee with retention on the consignment, the consignee shall sign the following statement:

The carrier shall not make delivery of a shipment without payment of freight and other lawful charges.

(Signature of consignee)

C. O. D. Charges to be

Paid by

☐ Shipper ☐ Consignee

If charges are to be prepaid, write stamp here: "To be prepaid."

Received \$ \_\_\_\_\_ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per \_\_\_\_\_  
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

\$ \_\_\_\_\_

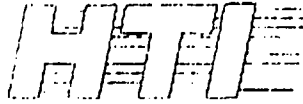
\*The fibre containers used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Rule 41 of the Uniform Freight Classification and Rule 5 of the National Motor Freight Classification.

\*Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the International Commerce Commission.

DRIVER

Agent

3



# HARRINGTON TRUCKING, INC.

510 South Delong Street  
Salt Lake City, UT 84104  
Phone: (801) 972-4974

Freight Bill/Shipment #: 27716

Date: 6/4/07

Bill To: MEDITERRANEAN SHIPPING

Origin: ASARCO LTD  
123 SMELTER ROAD

P/UAppt:  
6/4/2007  
08:00:00

EAST HELENA, MT  
(406) 227-4098

Deliv Appt:

Destination: UPRR  
1100 SOUTH 5600 WEST  
SALT LAKE CITY, UT

CONTAINER #: MEDU182546-2  
CHASSIS #: FLTZ240242  
BOOKING #: NYC375170

## EMPTY CONTAINER TO LOAD

Driver Delay:

Delivered/Picked up Seal intact  
Seal No: 00286

Time In 8:00

Received in good order by: Billy BLAIRS Cox

Time Out \_\_\_\_\_

Date Delivered: 6-4-07 Time: 8:00

Driver: WALKENHOLZ

HARRINGTON TRUCKING IS NOT RESPONSIBLE FOR DETENTION CHARGES THAT MAY  
ACCRUE WHILE THE SHIPPER OR CONSIGNEE HAS POSSESSION OF THE EQUIPMENT.  
CALL HTI DISPATCH @ 972-4974 WHEN EMPTY/LOAD IS AVAILABLE FOR PICKUP.

**EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

**Bills of Lading, Multimodal Dangerous Goods Forms, and Non-Negotiable Waybill  
Copper Matte and Copper Speiss from Dross Plant**

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, as forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier HARRINGTON TRUCKING Date SEPTEMBER 19, 2007 Shipper's No. HATL  
 Consigned to (For notification only.) HANJIN SHIPPING CO., UNION PACIFIC R/R Mail or Street Address of Consignee - For purposes of BOOKING NO. ATL79058051.  
 Destination SALT LAKE CITY State of UTAH Zip 84101  
 Route \_\_\_\_\_ Delivering Carrier \_\_\_\_\_  
 Authority \_\_\_\_\_ Clearance \_\_\_\_\_

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
<u>HATL 83</u>	<u>12</u>	<u>EH COPPER SPEISS</u>		
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310  THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
		12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER SPEISS  PIECES: 12 CONTAINER NO MDEU 201292-9 SEAL NO 00273  DUNNAGE  CONTAINER TARE	37,566 lbs        714 lbs  5030 lbs	TO BE PREPAID WEIGHT AGREEMENT Subject to supervision of carrier's Agent having jurisdiction Correct weight is 38,280 lbs.
FOR THE ACCOUNT OF H&H METALS CORP  REF. BOOKING NO. ATL79058051				

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper

*Blaine Cox*

BLAINE COX


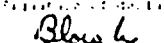
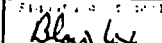
Agent.

Per

For

# MULTIMODAL DANGEROUS GOODS FORM

This form may be used as a dangerous goods declaration as it meets the requirements of 49CFR 171, chapter VII, regulation 171.15, and 171.16, regulation 171.17.

<b>1. Shipper's name and address:</b> <b>ASARCO LLC</b> <b>EAST HELENA PLANT</b> <b>E. HELENA, MT 59635</b>		<b>2. Transport document number:</b> <b>BKG NO. ATL79058051</b>	
<b>3. Shipper's contact information:</b> <b>1</b>		<b>4. Shipper's reference:</b> <b>EH0907-01</b>	
<b>5. Consignee's name and address:</b> <b>H&amp;H METALS, INC.</b>		<b>6. Consignee's contact information:</b> <b>50 MAIN STREET, 12<sup>TH</sup> FLOOR</b> <b>WHITE PLAINS, NY 10606, USA</b>	
<b>7. Description of goods:</b> <b>Environmentally hazardous substance, solid,</b> <b>N.O.S., Class 9, PG III, UN3077, RQ,</b> <b>(Arsenic, lead sulfide). Copper Speiss</b>		<b>8. Net weight:</b> <b>17,364 kg</b>	
<b>9. Gross weight:</b> <b>17,040 kg</b>		<b>10. Number of packages:</b> <b>12 Fibreboard Gaylord boxes on pallets,</b> <b>102 X 92 cm</b>	
<b>11. Country of origin:</b> <b>ANTWERP</b>		<b>12. Country of destination:</b> <b>NORFOLK, VA</b>	
<b>13. Date of shipment:</b> <b>19-Sep-07</b>		<b>14. Date of receipt:</b> <b>19-Sep-07</b>	
<b>15. Container/vehicle identification code:</b> <b>ME04 201292-9</b>		<b>16. Seal number:</b> <b>00273</b>	
<b>17. Container/vehicle size:</b> <b>8' x 20'</b>		<b>18. Total mass (kg):</b> <b>2,280</b>	
<b>19. Gross mass (kg):</b> <b>19,644</b>		<b>20. Date of receipt:</b> <b>19-Sep-07</b>	
<b>21. Container/vehicle packing certificate:</b> <b>I hereby declare that the goods described above have been properly loaded into the container/vehicle identified above in accordance with the applicable regulations. MUST BE COMPLETED AND SIGNED FOR ALL CONTAINER/VEHICLE LOADS BY PERSON RESPONSIBLE FOR PACKING/LOADING</b>		<b>22. RECEIVING ORGANIZATION RECEIPT:</b> <b>Received the above number of packages described/declared as apparent good order and condition, unless stated otherwise. RECEIVING ORGANIZATION:</b> <b>HARRINGTON TRUCKING</b> <b>Vehicle reg. no.:</b> <b>HATL 83</b> <b>Signature and date:</b> 	
<b>23. Name of company:</b> <b>ASARCO LLC</b>		<b>24. Name of company (for shipper):</b> <b>ASARCO LLC</b>	
<b>25. Name of person responsible:</b> <b>Blaine Cox, Site Manager</b>		<b>26. Name of person responsible:</b> <b>Blaine Cox, Site Manager</b>	
<b>27. Date of receipt:</b> <b>E. Helena, MT 19-Sep-07</b>		<b>28. Date of receipt:</b> <b>E. Helena, MT 19-Sep-07</b>	
<b>29. Signature of shipper:</b> 		<b>30. Signature of consignee:</b> 	

**DANGEROUS GOODS.**

This form complies with the requirements of 49CFR 171, chapter VII, regulation 171.15, and 171.16, regulation 171.17.

For the purposes of the HMR code, see 171.17.

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier

HARRINGTON TRUCKING

Date

SEPTEMBER 19, 2007

Shipper's No.

HATLConsigned to  
(notification only.)HANJIN SHIPPING CO., UNION PACIFIC R/R

Mall or Street Address of Consignee - For purposes of

BOOKING NO. ATL79058051.

Destination

SALT LAKE CITY

State of

UTAH

Zip

84101

Route

Delivering Carrier

Authority

Clearance

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
<u>HATL 57</u>	<u>12</u>	<u>EH COPPER SPEISS</u>		Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310  THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				
12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER SPEISS				
PIECES: 12 CONTAINER NO INBU 392381-8 SEAL NO 00287			37,599 lbs	<b>TO BE PREPAID</b> <b>WEIGHT AGREEMENT</b>
DUNNAGE			721 lbs	Subject to supervision of carrier's Agent having jurisdiction
CONTAINER TARE			4850 lbs	Correct weight is 33,320 lbs.
FOR THE ACCOUNT OF H&H METALS CORP  REF. BOOKING NO. ATL79058051				

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper

OLAINE COX

Agent.

Per

Per

# MULTIMODAL DANGEROUS GOODS FORM

This form may be used as a dangerous goods declaration as to meet the requirements of 49 CFR 171, Chapter VII, regulation 171.12, 171.13, regulation 171.14, 171.15, regulation 171.16.

1. Shipper's name and address: <b>ASARCO LLC EAST HELENA PLANT E. HELENA, MT 59635</b>		2. Transport document number: <b>BKG NO. ATL79058051</b>	
3. Type of goods: <b>1</b>		4. Identification number: <b>EH0907-01</b>	
5. Shipper's name and address: <b>H&amp;H METALS, INC. 50 MAIN STREET, 12<sup>TH</sup> FLOOR WHITE PLAINS, NY 10606, USA</b>		6. Declaration of compliance with the regulations: <b>SHIPPER'S DECLARATION</b> I hereby declare that the contents of this assignment are fully and accurately described below by the proper shipping name, hazard classification, packing group and limited quantity and are in full compliance with the provisions of the regulations of the International Maritime Dangerous Goods Code and the applicable international and national regulations.	
7. Total net weight of goods for transportation: <b>XXXXXXXX</b>		8. Additional handling instructions: <b>Emergency contact number: 520-203-4867</b>	
9. Country of origin: <b>XXXXXXXX</b>		10. Country of destination: <b>XXXXXXXX</b>	
11. Country of origin: <b>COSCO BREMERHAVEN</b>		12. Country of destination: <b>NORFOLK, VA</b>	
13. Port of origin: <b>ANTWERP</b>		14. Port of destination: <b>ANTWERP</b>	
15. Shipping marks: <b>Environmentally hazardous substance, solid, 17,382 kg 17,055 kg N.O.S., Class 9, PG III, UN3077, RQ, (Arsenic, lead sulfide). Copper Speiss  12 Fibreboard Gaylord boxes on pallets, 102 X 92 cm</b>			
16. Container identification code: <b>INBU 392381-8</b>		17. Total number of containers: <b>00287</b>	
18. Container/vehicle side: <b>8'x20'</b>		19. Total gross weight: <b>2200</b>	
20. Total gross weight: <b>19,582</b>		21. RECEIVING ORGANIZATION PROFILE: Received the above number of packages and/or containers in apparent good order and condition, which stated general RECEIVING ORGANIZATION PROFILE.	
22. Name of company: <b>ASARCO LLC</b>		23. Name of company, ICF SHIPPER (ATTACHING THIS NOTE): <b>ASARCO LLC</b>	
24. Name of person declaring: <b>Blaine Cox, Site Manager</b>		25. Name of person declaring: <b>Blaine Cox, Site Manager</b>	
26. Date and time: <b>E. Helena, MT 19-Sep-07</b>		27. Date and time: <b>E. Helena, MT 19-Sep-07</b>	
28. Signature of shipper: <i>Blaine Cox</i>		29. Signature of receiver: <i>Blaine Cox</i>	

## DANGEROUS GOODS

For more information, please refer to the International Maritime Dangerous Goods Code, Chapter VII, regulation 171.12, 171.13, regulation 171.14, 171.15, regulation 171.16.

For the purpose of the IMDG Code use 171.12.

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier

Date

Shipper's No.

HARRINGTON TRUCKINGSEPTEMBER 20, 2007HATLConsigned to  
notification only.)

Mail or Street Address of Consignee - For purposes of

HANJIN SHIPPING CO., UNION PACIFIC R/RBOOKING NO. ATL79058051.

Destination

State of

Zip

SALT LAKE CITYUTAH84101

Route

Delivering Carrier

Authority

Clearance

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges  Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
<u>HATL 70</u>	<u>12</u>	<u>EH COPPER SPEISS</u>		
<u>ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE)</u> <u>STCC 4966310</u>				
<u>THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.</u>				
<u>12 FIBREBOARD GAYLORD BOXES ON PALLETS,</u> <u>102 x 92 CM, EH COPPER SPEISS</u>				
<u>PIECES: 12</u> <u>CONTAINER NO MSCU 672009-3</u> <u>SEAL NO 00286</u>			<u>37,651 lbs</u>	
<u>DUNNAGE</u>			<u>709 lbs</u>	
<u>CONTAINER TARE</u>			<u>5030 lbs</u>	
<u>FOR THE ACCOUNT OF H&amp;H METALS CORP</u>				
<u>REF. BOOKING NO. ATL79058051</u>				

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper

Agent.

Per

Per



# MULTIMODAL DANGEROUS GOODS FORM

This form may be used as a dangerous goods declaration as it meets the requirements of 49 CFR 171.15, Chapter VII, regulation 57 HMR 171.15, Annex III, regulation 4.

1. Shipper's name, address and telephone number <b>ASARCO LLC EAST HELENA PLANT E. HELENA, MT 59635</b>		2. Transport document number <b>BKG NO. ATL79058051</b>	
3. Page 1 of 2 pages <b>1</b>		4. Shipper's reference <b>EH0907-01</b>	
5. Shipper's contact person <b>H&amp;H METALS, INC.</b>		6. Declaration to be completed by the carrier	
7. Shipper's address <b>H&amp;H METALS, INC. 50 MAIN STREET, 12<sup>TH</sup> FLOOR WHITE PLAINS, NY 10606, USA</b>		8. SHIPPER'S DECLARATION I hereby declare that the contents of this shipment are fully and accurately described below, the proper shipping name, hazard classification, packing method and labeling prescribed and used in full compliance to proper packaging and transport regulations to the satisfaction of the carrier and all applicable regulatory requirements.	
9. Additional handling instructions <b>Emergency contact number: 520-203-4867</b>		10. Additional handling instructions	
11. The shipper must complete this section for all dangerous goods <b>XXXXXXXXXXXXXXXXXXXX</b>		12. The shipper must complete this section for all dangerous goods <b>XXXXXXXXXXXX</b>	
13. The shipper must complete this section for all dangerous goods <b>COSCO BREMERHAVEN</b>		14. The shipper must complete this section for all dangerous goods <b>NORFOLK, VA</b>	
15. The shipper must complete this section for all dangerous goods <b>ANTWERP</b>		16. The shipper must complete this section for all dangerous goods	
17. Description of goods <b>Environmentally hazardous substance, solid, N.O.S., Class 9, PG III, UN3077, RQ, (Arsenic, lead sulfide). Copper Speiss</b>			
18. Net weight <b>17,400 kg</b>			
19. Gross weight <b>17,078 kg</b>			
20. Number of packages <b>12 Fibreboard Gaylord boxes on pallets, 102 X 92 cm</b>			
21. Container/vehicle identification number <b>MSCU 672009-3</b>		22. Seal number <b>00286</b>	
23. Container/vehicle size <b>8'x20'</b>		24. Total mass (kg) <b>2,280</b>	
25. Total gross mass (kg) <b>19,680</b>		26. Container/vehicle description <b>CONTAINER/VEHICLE TACKLING CERTIFICATE</b>	
27. I hereby declare that the goods described above have been properly loaded into the container/vehicle in accordance with the applicable provisions. MUST BE COMPLETED AND SIGNED FOR ALL CONTAINER/VEHICLE LOADS BY PERSON RESPONSIBLE FOR TACKLING/LOADING		28. Signature of shipper <b>HARRINGTON TRUCKING</b>	
29. Signature of shipper <b>ASARCO LLC</b>		30. Signature of shipper <b>HATL 70</b>	
31. Signature of shipper <b>Blaine Cox, Site Manager</b>		32. Signature of shipper <b>Blaine Cox, Site Manager</b>	
33. Date of shipment <b>E. Helena, MT 20-Sep-07</b>		34. Date of shipment <b>E. Helena, MT 20-Sep-07</b>	
35. Signature of shipper <b>Blaine Cox</b>		36. Signature of shipper <b>Blaine Cox</b>	

## DANGEROUS GOODS

For use of shipper: Proper Shipping Name, hazard class, PG, UN, packaging group, label and pictogram must be placed on the mandatory label and on the container/vehicle and on the packaging. For the purpose of the IMDG Code see 4.1.1.1.

For the purpose of the IMDG Code see 4.1.1.1.

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, as set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier

Date

Shipper's No.

HARRINGTON TRUCKINGSEPTEMBER 20, 2007HATLConsigned to  
(notification only.)

Mail or Street Address of Consignee - For purposes of

HANJIN SHIPPING CO., UNION PACIFIC R/RBOOKING NO. ATL79058051.

Destination

State of

Zip

SALT LAKE CITYUTAH84101

Route

Delivering Carrier

Authority

Clearance

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
HATL 73	12	EH COPPER SPEISS		
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310				
THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				
12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER SPEISS			37,709 lbs	Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
PIECES: 12 CONTAINER NO MEDU 222676-7 SEAL NO 00277				<b>TO BE PREPAID</b>
DUNNAGE			731 lbs	<b>WEIGHT AGREEMENT</b>
CONTAINER TARE			5030 lbs	Subject to supervision of carrier's Agent having jurisdiction Correct weight is 38,440 lbs.
FOR THE ACCOUNT OF H&H METALS CORP				
REF. BOOKING NO. ATL79058051				

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper

Per

Per

Agent.

# MULTIMODAL DANGEROUS GOODS FORM

This form is to be used to transport dangerous goods by air, by sea, by rail, by road, or by any combination of these modes of transport. It is to be completed by the shipper, the consignee, or the carrier, as appropriate. It is to be completed in accordance with the requirements of the International Maritime Dangerous Goods Code (IMDG Code), the International Air Transport Association (IATA) Dangerous Goods Regulations, and the European Union (EU) Dangerous Goods Regulations.

1. Shipper's name and address <b>ASARCO LLC EAST HELENA PLANT E. HELENA, MT 59635</b>		2. BKG NO. <b>ATL79058051</b>	
3. Shipper's contact information <b>1</b>		4. Shipper's contact information <b>EH0907-01</b>	
5. Shipper's contact information <b>II&amp;H METALS, INC.</b>		6. Shipper's contact information <b>II&amp;H METALS, INC.</b>	
7. Shipper's contact information <b>II&amp;H METALS, INC. 50 MAIN STREET, 12<sup>TH</sup> FLOOR WHITE PLAINS, NY 10606, USA</b>		8. Shipper's contact information <b>II&amp;H METALS, INC.</b>	
9. Shipper's contact information <b>XXXXXXX</b>		10. Shipper's contact information <b>XXXXXXX</b>	
11. Shipper's contact information <b>COSCO BREMERHAVEN</b>		12. Shipper's contact information <b>NORFOLK, VA</b>	
13. Shipper's contact information <b>ANTWERP</b>		14. Shipper's contact information <b>ANTWERP</b>	
15. Shipper's contact information <b>ANTWERP</b>			
16. Shipper's contact information <b>ANTWERP</b>			
17. Shipper's contact information <b>ANTWERP</b>			
18. Shipper's contact information <b>ANTWERP</b>			
19. Shipper's contact information <b>ANTWERP</b>			
20. Shipper's contact information <b>ANTWERP</b>			
21. Shipper's contact information <b>ANTWERP</b>			
22. Shipper's contact information <b>ANTWERP</b>			
23. Shipper's contact information <b>ANTWERP</b>			
24. Shipper's contact information <b>ANTWERP</b>			
25. Shipper's contact information <b>ANTWERP</b>			
26. Shipper's contact information <b>ANTWERP</b>			
27. Shipper's contact information <b>ANTWERP</b>			
28. Shipper's contact information <b>ANTWERP</b>			
29. Shipper's contact information <b>ANTWERP</b>			
30. Shipper's contact information <b>ANTWERP</b>			
31. Shipper's contact information <b>ANTWERP</b>			
32. Shipper's contact information <b>ANTWERP</b>			
33. Shipper's contact information <b>ANTWERP</b>			
34. Shipper's contact information <b>ANTWERP</b>			
35. Shipper's contact information <b>ANTWERP</b>			
36. Shipper's contact information <b>ANTWERP</b>			
37. Shipper's contact information <b>ANTWERP</b>			
38. Shipper's contact information <b>ANTWERP</b>			
39. Shipper's contact information <b>ANTWERP</b>			
40. Shipper's contact information <b>ANTWERP</b>			
41. Shipper's contact information <b>ANTWERP</b>			
42. Shipper's contact information <b>ANTWERP</b>			
43. Shipper's contact information <b>ANTWERP</b>			
44. Shipper's contact information <b>ANTWERP</b>			
45. Shipper's contact information <b>ANTWERP</b>			
46. Shipper's contact information <b>ANTWERP</b>			
47. Shipper's contact information <b>ANTWERP</b>			
48. Shipper's contact information <b>ANTWERP</b>			
49. Shipper's contact information <b>ANTWERP</b>			
50. Shipper's contact information <b>ANTWERP</b>			
51. Shipper's contact information <b>ANTWERP</b>			
52. Shipper's contact information <b>ANTWERP</b>			
53. Shipper's contact information <b>ANTWERP</b>			
54. Shipper's contact information <b>ANTWERP</b>			
55. Shipper's contact information <b>ANTWERP</b>			
56. Shipper's contact information <b>ANTWERP</b>			
57. Shipper's contact information <b>ANTWERP</b>			
58. Shipper's contact information <b>ANTWERP</b>			
59. Shipper's contact information <b>ANTWERP</b>			
60. Shipper's contact information <b>ANTWERP</b>			
61. Shipper's contact information <b>ANTWERP</b>			
62. Shipper's contact information <b>ANTWERP</b>			
63. Shipper's contact information <b>ANTWERP</b>			
64. Shipper's contact information <b>ANTWERP</b>			
65. Shipper's contact information <b>ANTWERP</b>			
66. Shipper's contact information <b>ANTWERP</b>			
67. Shipper's contact information <b>ANTWERP</b>			
68. Shipper's contact information <b>ANTWERP</b>			
69. Shipper's contact information <b>ANTWERP</b>			
70. Shipper's contact information <b>ANTWERP</b>			
71. Shipper's contact information <b>ANTWERP</b>			
72. Shipper's contact information <b>ANTWERP</b>			
73. Shipper's contact information <b>ANTWERP</b>			
74. Shipper's contact information <b>ANTWERP</b>			
75. Shipper's contact information <b>ANTWERP</b>			
76. Shipper's contact information <b>ANTWERP</b>			
77. Shipper's contact information <b>ANTWERP</b>			
78. Shipper's contact information <b>ANTWERP</b>			
79. Shipper's contact information <b>ANTWERP</b>			
80. Shipper's contact information <b>ANTWERP</b>			
81. Shipper's contact information <b>ANTWERP</b>			
82. Shipper's contact information <b>ANTWERP</b>			
83. Shipper's contact information <b>ANTWERP</b>			
84. Shipper's contact information <b>ANTWERP</b>			
85. Shipper's contact information <b>ANTWERP</b>			
86. Shipper's contact information <b>ANTWERP</b>			
87. Shipper's contact information <b>ANTWERP</b>			
88. Shipper's contact information <b>ANTWERP</b>			
89. Shipper's contact information <b>ANTWERP</b>			
90. Shipper's contact information <b>ANTWERP</b>			
91. Shipper's contact information <b>ANTWERP</b>			
92. Shipper's contact information <b>ANTWERP</b>			
93. Shipper's contact information <b>ANTWERP</b>			
94. Shipper's contact information <b>ANTWERP</b>			
95. Shipper's contact information <b>ANTWERP</b>			
96. Shipper's contact information <b>ANTWERP</b>			
97. Shipper's contact information <b>ANTWERP</b>			
98. Shipper's contact information <b>ANTWERP</b>			
99. Shipper's contact information <b>ANTWERP</b>			
100. Shipper's contact information <b>ANTWERP</b>			

**DANGEROUS GOODS**  
This form is to be used to transport dangerous goods by air, by sea, by rail, by road, or by any combination of these modes of transport. It is to be completed by the shipper, the consignee, or the carrier, as appropriate. It is to be completed in accordance with the requirements of the International Maritime Dangerous Goods Code (IMDG Code), the International Air Transport Association (IATA) Dangerous Goods Regulations, and the European Union (EU) Dangerous Goods Regulations.

Receiving, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property, described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract, agrees to carry to its usual place of delivery at said destination, at its route, otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property, over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, and forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier

Date

Shipper's No.

**PEAK TRANSPORT****SEPTEMBER 24, 2007**Consigned to  
notification only.)

Mail or Street Address of Consignee - For purposes of

**ILANJIN SHIPPING CO., UNION PACIFIC R/R****BOOKING NO. ATL79058051.**

Destination

State of

Zip

**SALT LAKE CITY****UTAH****84101**

Route

Delivering Carrier

Authority

Clearance

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges  Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
PT 10	12	EH COPPER SPEISS		
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310				
THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				
12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER SPEISS			37,633 lbs	
PIECES: 12 CONTAINER NO HJCU 849582-4 SEAL NO 00284				
DUNNAGE			707 lbs	
CONTAINER TARE			4940 lbs	
FOR THE ACCOUNT OF H&H METALS CORP				
REF. BOOKING NO. ATL79058051				

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper

*Blaine Cox*

Agent.

Per

For

This document may be used to develop a preliminary estimate of the requirements of 20141-24, Chapter VII, regulation 5, PART 11/14, Annex III, regulation 4.

\* **DANGEROUS GOODS.**  
 For more specific rules, including those for UN 3077 packaging groups, please refer to the applicable provisions of the mandatory provisions of the IBC Code, including the provisions of the IBC Code, and the provisions of the IBC Code.

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, and forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier

Date

Shipper's No.

**PEAK TRANSPORT****SEPTEMBER 24, 2007**Consigned to  
(notification only.)

Mail or Street Address of Consignee - For purposes of

**HANJIN SHIPPING CO., UNION PACIFIC R/R****BOOKING NO. ATL79058051.**

Destination

State of

Zip

**SALT LAKE CITY****UTAH****84101**

Route

Delivering Carrier

Authority

Clearance

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
PT 120	12	EH COPPER SPEISS		
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310				
THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				
12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER SPEISS			37,618 lbs	Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
PIECES: 12 CONTAINER NO HJCU 835556-6 SEAL NO 00279				<b>TO BE PREPAID</b>
DUNNAGE			702 lbs	<b>WEIGHT AGREEMENT</b>
CONTAINER TARE			4940 lbs	Subject to supervision of carrier's Agent having jurisdiction Correct weight is 39,320 lbs.
FOR THE ACCOUNT OF H&H METALS CORP				
REF. BOOKING NO. ATL79058051				

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper

*Blaine Cox***BLAINE COX**

Agent.

Per

Per

# MULTIMODAL DANGEROUS GOODS FORM

This form may be used as a danger goods declaration as it meets the requirements of 49 CFR 171, Chapter VII, required by 49 CFR 171.14, Annex III, regulation 4.

<b>1. Shipper's Name, Address, and City, State, ZIP Code</b> <b>ASARCO LLC</b> <b>EAST HELENA PLANT</b> <b>E. HELENA, MT 59635</b>		<b>2. Transport Identification Number</b> <b>BKG NO. ATL79058051</b>	
<b>3. Consignee's Name, Address, and City, State, ZIP Code</b> <b>H&amp;H METALS, INC.</b>		<b>4. Shipper's Reference Number</b> <b>EH0907-01</b>	
<b>5. Shipper's Declaration</b> I hereby declare that the contents of this shipment are fully and accurately described below by the proper number, name, and description, package, method and labelled (including any other appropriate markings) in accordance with the applicable international and national government regulations.		<b>6. Additional Declaration</b> <b>Emergency contact number: 520-203-4867</b>	
<b>7. Description of Goods</b> <b>Environmentally hazardous substance, solid, 17,382 kg 17,063 kg</b> <b>N.O.S., Class 9, PG III, UN3077, RQ,</b> <b>(Arsenic, lead sulfide). Copper Speiss</b> <b>12 Fibreboard Gaylord boxes on pallets,</b> <b>102 X 92 cm</b>		<b>8. Net Weight (kg)</b> <b>17,382</b>	
<b>9. Gross Weight (kg)</b> <b>17,063</b>		<b>10. Total gross weight (kg)</b> <b>17,063</b>	
<b>11. Container/vehicle information</b> <b>Container/vehicle identification no.</b> <b>HJCU 835556-6</b>		<b>12. Container/vehicle size</b> <b>8'x20'</b>	
<b>13. Container/vehicle description</b> <b>00279</b>		<b>14. Date and time</b> <b>2,240</b>	
<b>15. Container/vehicle location</b> <b>19,622</b>		<b>16. Total gross weight (kg)</b> <b>19,622</b>	
<b>17. Container/vehicle loading information</b> I hereby declare that the goods described above have been packed loaded into the container/vehicle identified above in accordance with the applicable regulations. <b>MUST BE COMPLETED AND SIGNED FOR ALL CONTAINER/VEHICLE LOADS BY PERSON RESPONSIBLE FOR PACKING/LOADING</b>		<b>18. RECEIVING ORGANIZATION PROFILE</b> Received the above number of packages containing material in apparent good order and condition, unless stated below. RECEIVING ORGANIZATION PROFILE:	
<b>19. Name of company</b> <b>ASARCO LLC</b>		<b>20. Name of company</b> <b>PEAK TRANSPORT</b>	
<b>21. Name of contact person</b> <b>Blaine Cox, Site Manager</b>		<b>22. Name of contact person</b> <b>ASARCO LLC</b>	
<b>23. Date and time</b> <b>E. Helena, MT 24 -Sep-07</b>		<b>24. Date and time</b> <b>E. Helena, MT 24 -Sep-07</b>	
<b>25. Signature of shipper</b> <i>Blaine Cox</i>		<b>26. Signature of receiver</b> <i>Blaine Cox</i>	

**\* DANGEROUS GOODS**

This form is used for the transport of dangerous goods by air, sea, or land. It is a declaration of the dangerous goods and their classification, and it is a requirement of the applicable international and national government regulations.

\*\* This form is used for the transport of dangerous goods by air, sea, or land.

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier PEAK TRANSPORT Date SEPTEMBER 24, 2007 Shipper's No. \_\_\_\_\_

Consigned to (notification only.) HANJIN SHIPPING CO., UNION PACIFIC R/R Mail or Street Address of Consignee - For purposes of

BOOKING NO. ATL79058051.

Destination SALT LAKE CITY State of UTAH Zip 84101

Route \_\_\_\_\_ Delivering Carrier \_\_\_\_\_

Authority \_\_\_\_\_ Clearance \_\_\_\_\_

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
PT 1001	12	EH COPPER DROSS/MATTE		
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310  THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				Signature to Consignor If charges are to be prepaid write or stamp here, "To be Prepaid."
12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER DROSS/MATTE  PIECES: 12 CONTAINER NO HJCU 886539-0 SEAL NO 00275  DUNNAGE  CONTAINER TARE			37,616 lbs	TO BE PREPAID WEIGHT AGREEMENT Subject to supervision of carrier's Agent having jurisdiction Correct weight is 39,300 lbs.
FOR THE ACCOUNT OF H&H METALS CORP  REF. BOOKING NO. ATL79058051			684 lbs 5050 lbs	

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ per

ASARCO LLC, Shipper Blaine Cox Agent.

Per \_\_\_\_\_



# MULTIMODAL DANGEROUS GOODS FORM

This form may be used as a dangerous goods declaration as it meets the requirements of 49CFR 171, chapter VII, regulation 171.15, and 49CFR 171.15, regulation 171.15.

1. Shipper's name, address and telephone number <b>ASARCO LLC EAST HELENA PLANT E. HELENA, MT 59635</b>		2. Transport document number <b>BKG NO. ATL79058051</b>	
3. Freight <b>1</b>		4. Shipper's reference <b>EH0907-01</b>	
5. Receiver's name, address and telephone number <b>H&amp;H METALS, INC.</b>		6. Freight to receiver's reference	
7. Shipper's name, address and telephone number <b>H&amp;H METALS, INC. 50 MAIN STREET, 12<sup>TH</sup> FLOOR WHITE PLAINS, NY 10606, USA</b>		8. Shipper's declaration I hereby declare that the contents of this consignment are fully and accurately described below by the Proper Shipping Name, and are classified, packaged, marked and labelled, placarded and stowed in all respects in proper conformity with the transport regulations for the applicable international and national dangerous goods regulations.	
9. This consignment is within the limitations <b>XXXXXXXXXX</b> (Class 9, PG III, UN3077, RQ, (Arsenic, lead sulfide))		10. Additional handling information <b>Emergency contact number: 520-203-4867</b>	
11. Shipper's name <b>COSCO BREMERHAVEN</b>	12. Shipper's address <b>NORFOLK, VA</b>	13. Shipper's name <b>ANTWERP</b>	
14. Description of goods <b>Environmentally hazardous substance, solid, 17,373 kg 17,062 kg N.O.S., Class 9, PG III, UN3077, RQ, (Arsenic, lead sulfide). 12 Fibreboard Gaylord boxes on pallets, 102 X 92 cm, Copper Matte, Dross</b>			
15. Container identification code <b>HJCU 886539-0</b>	16. Seal number <b>00275</b>	17. Gross weight <b>8' x 20'</b>	18. Total gross weight <b>2,290</b>
19. Container/vehicle packing certificate I hereby declare that the goods described above have been properly loaded into the container/vehicle identified above in accordance with the applicable provisions. ** MUST BE COMPLETED AND SIGNED FOR ALL CONTAINER/VEHICLE LOADS BY PERSON RESPONSIBLE FOR PACKING/LOADING		20. RECEIVING ORGANIZATION RECEIPT Received the above number of packages/packages received in apparent good order and condition, unless stated otherwise. RECEIVING ORGANIZATION <b>PEAK TRANSPORT</b> Vehicle reg. no. <b>PR 1001</b> Signature and date <b>Martin Tloucz</b>	
21. Name of company <b>ASARCO LLC</b>		22. Name of company, ICF OFFICE <b>ASARCO LLC</b>	
23. Name of declarant <b>Blaine Cox, Site Manager</b>		24. Name of declarant <b>Blaine Cox, Site Manager</b>	
25. Date and time <b>E. Helena, MT 24 -Sep-07</b>		26. Date and time <b>E. Helena, MT 24 -Sep-07</b>	
27. Signature of declarant <b>Blaine Cox</b>		28. Signature of declarant <b>Blaine Cox</b>	

## DANGEROUS GOODS

6. Name of company: Proper Shipping Name, hazard class, UN No., packaging group, label, and proper shipping name must all be shown. The mandatory requirements under applicable national and international and domestic regulations are: 6.1. The purpose of the HSD Code is to identify the dangerous goods.

\*\* For the purpose of the HSD Code use 171.15.

RECEIVED, subject to the classification and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

From **ASARCO LLC** EAST HELENA PLANT, E. HELENA, MT

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route otherwise to deliver to another carrier on the route to its said destination. It is mutually agreed, as to each carrier of all or any said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official, Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Name of Carrier

Date

Shipper's No.

PEAK TRANSPORT

SEPTEMBER 24, 2007

Consigned to  
(notification only.)

Mail or Street Address of Consignee - For purposes of

HANJIN SHIPPING CO., UNION PACIFIC R/R

BOOKING NO. ATL79058051.

Destination

State of

Zip

SALT LAKE CITY

UTAH

84101

Route

Delivering Carrier

Authority

Clearance

VEHICLE ID	NO. PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	Subject to Section 7 of Conditions of applicable bill of lading. If this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges
PT 201	2 10	EH COPPER SPEISS EH COPPER MATTE/DROSS		
ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PGIII, UN3077, RQ (ARSENIC, LEAD SULFIDE) STCC 4966310				
THIS IS TO CERTIFY THAT THE ABOVE NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. FOR CHEMICAL EMERGENCY-SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT CALL CHEMTREC (800) 424-9300 DAY OR NIGHT. IN WASHINGTON, DC OR OUTSIDE USA CALL (202) 483-7616.				
12 FIBREBOARD GAYLORD BOXES ON PALLETS, 102 x 92 CM, EH COPPER SPEISS/MATTE/DROSS				
PIECES: 2 SPEISS 10 MATTE/DROSS CONTAINER NO HJCU 818438-1 SEAL NO 00272			37,735 lbs	
DUNNAGE			705 lbs	
CONTAINER TARE			4,940 lbs	
FOR THE ACCOUNT OF H&H METALS CORP REF. BOOKING NO. ATL79058051				

Signature to Consignor  
If charges are to be  
prepaid write or stamp  
here, "To be Prepaid."

## TO BE PREPAID

## WEIGHT AGREEMENT

Subject to supervision  
of carrier's  
Agent having  
jurisdiction

Correct weight is

38,440 lbs.

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property specifically stated by the Shipper to be not exceeding \_\_\_\_\_ 1001

ASARCO LLC, Shipper

Per

Per

Blaine COX

Agent.

# MULTIMODAL DANGEROUS GOODS FORM

This form may be used as a dangerous goods declaration as it meets the requirements of 49CFR 171.15, chapter VII, regulation 171.15, and 49CFR 171.15, regulation 171.15.

1. Shipper's name and address: <b>ASARCO LLC EAST HELENA PLANT E. HELENA, MT 59635</b>		2. Transporter's name: <b>BKG NO. ATL79058051</b>	
3. Type of transport: <b>1</b>		4. Transporter's reference: <b>EH0907-01</b>	
5. Consignee's name and address: <b>H&amp;H METALS, INC.</b>		6. Consignee's reference: <b></b>	
7. Shipper's name and address: <b>H&amp;H METALS, INC. 50 MAIN STREET, 12<sup>TH</sup> FLOOR WHITE PLAINS, NY 10606, USA</b>		8. Shipper's declaration: I hereby declare that the contents of this assignment are fully and accurately described below, the proper shipping name, and are classified, packaged, marked and labeled in accordance with the applicable international and national government regulations.	
9. Description of contents: <b>XXXXXXXXXXXXXXXXXXXX</b>		10. Assistant handling information: <b>Emergency contact number: 520-203-4867</b>	
11. Origin of goods: <b>COSCO BREMERHAVEN</b>		12. Destination: <b>NORFOLK, VA</b>	
13. Port of origin: <b>ANTWERP</b>		14. Port of destination: <b></b>	
15. Description of goods: <b>Environmentally hazardous substance, solid, N.O.S., Class 9, PG III, UN3077, RQ, (Arsenic, lead sulfide).</b>			
16. Net weight: <b>17,436 kg</b>			
17. Gross weight: <b>17,116 kg</b>			
18. Description of packaging: <b>2 Fibreboard Gaylord boxes on pallets, 102 X 92 cm, Copper Speiss</b>			
19. Description of packaging: <b>10 Fibreboard Gaylord boxes on pallets, 102 X 92 cm, Copper Matte, Dross</b>			
20. Container/vehicle identification code: <b>HJCU 818438-1</b>		21. Total number of containers/vehicles: <b>00272</b>	
22. Container/vehicle size: <b>8'x20'</b>		23. Total gross weight (kg): <b>2,240</b>	
24. Total gross weight (kg): <b>19,676</b>		25. Total gross weight (kg): <b>19,676</b>	
26. Container/vehicle identification code: <b>HJCU 818438-1</b>		27. Total number of containers/vehicles: <b>00272</b>	
28. Container/vehicle size: <b>8'x20'</b>		29. Total gross weight (kg): <b>2,240</b>	
30. Total gross weight (kg): <b>19,676</b>		31. Total gross weight (kg): <b>19,676</b>	
32. Container/vehicle identification code: <b>HJCU 818438-1</b>		33. Total number of containers/vehicles: <b>00272</b>	
34. Container/vehicle size: <b>8'x20'</b>		35. Total gross weight (kg): <b>2,240</b>	
36. Total gross weight (kg): <b>19,676</b>		37. Total gross weight (kg): <b>19,676</b>	
38. Container/vehicle identification code: <b>HJCU 818438-1</b>		39. Total number of containers/vehicles: <b>00272</b>	
40. Container/vehicle size: <b>8'x20'</b>		41. Total gross weight (kg): <b>2,240</b>	
42. Total gross weight (kg): <b>19,676</b>		43. Total gross weight (kg): <b>19,676</b>	
44. Container/vehicle identification code: <b>HJCU 818438-1</b>		45. Total number of containers/vehicles: <b>00272</b>	
46. Container/vehicle size: <b>8'x20'</b>		47. Total gross weight (kg): <b>2,240</b>	
48. Total gross weight (kg): <b>19,676</b>		49. Total gross weight (kg): <b>19,676</b>	
50. Container/vehicle identification code: <b>HJCU 818438-1</b>		51. Total number of containers/vehicles: <b>00272</b>	
52. Container/vehicle size: <b>8'x20'</b>		53. Total gross weight (kg): <b>2,240</b>	
54. Total gross weight (kg): <b>19,676</b>		55. Total gross weight (kg): <b>19,676</b>	
56. Container/vehicle identification code: <b>HJCU 818438-1</b>		57. Total number of containers/vehicles: <b>00272</b>	
58. Container/vehicle size: <b>8'x20'</b>		59. Total gross weight (kg): <b>2,240</b>	
60. Total gross weight (kg): <b>19,676</b>		61. Total gross weight (kg): <b>19,676</b>	
62. Container/vehicle identification code: <b>HJCU 818438-1</b>		63. Total number of containers/vehicles: <b>00272</b>	
64. Container/vehicle size: <b>8'x20'</b>		65. Total gross weight (kg): <b>2,240</b>	
66. Total gross weight (kg): <b>19,676</b>		67. Total gross weight (kg): <b>19,676</b>	
68. Container/vehicle identification code: <b>HJCU 818438-1</b>		69. Total number of containers/vehicles: <b>00272</b>	
70. Container/vehicle size: <b>8'x20'</b>		71. Total gross weight (kg): <b>2,240</b>	
72. Total gross weight (kg): <b>19,676</b>		73. Total gross weight (kg): <b>19,676</b>	
74. Container/vehicle identification code: <b>HJCU 818438-1</b>		75. Total number of containers/vehicles: <b>00272</b>	
76. Container/vehicle size: <b>8'x20'</b>		77. Total gross weight (kg): <b>2,240</b>	
78. Total gross weight (kg): <b>19,676</b>		79. Total gross weight (kg): <b>19,676</b>	
80. Container/vehicle identification code: <b>HJCU 818438-1</b>		81. Total number of containers/vehicles: <b>00272</b>	
82. Container/vehicle size: <b>8'x20'</b>		83. Total gross weight (kg): <b>2,240</b>	
84. Total gross weight (kg): <b>19,676</b>		85. Total gross weight (kg): <b>19,676</b>	
86. Container/vehicle identification code: <b>HJCU 818438-1</b>		87. Total number of containers/vehicles: <b>00272</b>	
88. Container/vehicle size: <b>8'x20'</b>		89. Total gross weight (kg): <b>2,240</b>	
90. Total gross weight (kg): <b>19,676</b>		91. Total gross weight (kg): <b>19,676</b>	
92. Container/vehicle identification code: <b>HJCU 818438-1</b>		93. Total number of containers/vehicles: <b>00272</b>	
94. Container/vehicle size: <b>8'x20'</b>		95. Total gross weight (kg): <b>2,240</b>	
96. Total gross weight (kg): <b>19,676</b>		97. Total gross weight (kg): <b>19,676</b>	
98. Container/vehicle identification code: <b>HJCU 818438-1</b>		99. Total number of containers/vehicles: <b>00272</b>	
100. Container/vehicle size: <b>8'x20'</b>		101. Total gross weight (kg): <b>2,240</b>	
102. Total gross weight (kg): <b>19,676</b>		103. Total gross weight (kg): <b>19,676</b>	
104. Container/vehicle identification code: <b>HJCU 818438-1</b>		105. Total number of containers/vehicles: <b>00272</b>	
106. Container/vehicle size: <b>8'x20'</b>		107. Total gross weight (kg): <b>2,240</b>	
108. Total gross weight (kg): <b>19,676</b>		109. Total gross weight (kg): <b>19,676</b>	
110. Container/vehicle identification code: <b>HJCU 818438-1</b>		111. Total number of containers/vehicles: <b>00272</b>	
112. Container/vehicle size: <b>8'x20'</b>		113. Total gross weight (kg): <b>2,240</b>	
114. Total gross weight (kg): <b>19,676</b>		115. Total gross weight (kg): <b>19,676</b>	
116. Container/vehicle identification code: <b>HJCU 818438-1</b>		117. Total number of containers/vehicles: <b>00272</b>	
118. Container/vehicle size: <b>8'x20'</b>		119. Total gross weight (kg): <b>2,240</b>	
120. Total gross weight (kg): <b>19,676</b>		121. Total gross weight (kg): <b>19,676</b>	
122. Container/vehicle identification code: <b>HJCU 818438-1</b>		123. Total number of containers/vehicles: <b>00272</b>	
124. Container/vehicle size: <b>8'x20'</b>		125. Total gross weight (kg): <b>2,240</b>	
126. Total gross weight (kg): <b>19,676</b>		127. Total gross weight (kg): <b>19,676</b>	
128. Container/vehicle identification code: <b>HJCU 818438-1</b>		129. Total number of containers/vehicles: <b>00272</b>	
130. Container/vehicle size: <b>8'x20'</b>		131. Total gross weight (kg): <b>2,240</b>	
132. Total gross weight (kg): <b>19,676</b>		133. Total gross weight (kg): <b>19,676</b>	
134. Container/vehicle identification code: <b>HJCU 818438-1</b>		135. Total number of containers/vehicles: <b>00272</b>	
136. Container/vehicle size: <b>8'x20'</b>		137. Total gross weight (kg): <b>2,240</b>	
138. Total gross weight (kg): <b>19,676</b>		139. Total gross weight (kg): <b>19,676</b>	
140. Container/vehicle identification code: <b>HJCU 818438-1</b>		141. Total number of containers/vehicles: <b>00272</b>	
142. Container/vehicle size: <b>8'x20'</b>		143. Total gross weight (kg): <b>2,240</b>	
144. Total gross weight (kg): <b>19,676</b>		145. Total gross weight (kg): <b>19,676</b>	
146. Container/vehicle identification code: <b>HJCU 818438-1</b>		147. Total number of containers/vehicles: <b>00272</b>	
148. Container/vehicle size: <b>8'x20'</b>		149. Total gross weight (kg): <b>2,240</b>	
150. Total gross weight (kg): <b>19,676</b>		151. Total gross weight (kg): <b>19,676</b>	
152. Container/vehicle identification code: <b>HJCU 818438-1</b>		153. Total number of containers/vehicles: <b>00272</b>	
154. Container/vehicle size: <b>8'x20'</b>		155. Total gross weight (kg): <b>2,240</b>	
156. Total gross weight (kg): <b>19,676</b>		157. Total gross weight (kg): <b>19,676</b>	
158. Container/vehicle identification code: <b>HJCU 818438-1</b>		159. Total number of containers/vehicles: <b>00272</b>	
160. Container/vehicle size: <b>8'x20'</b>		161. Total gross weight (kg): <b>2,240</b>	
162. Total gross weight (kg): <b>19,676</b>		163. Total gross weight (kg): <b>19,676</b>	
164. Container/vehicle identification code: <b>HJCU 818438-1</b>		165. Total number of containers/vehicles: <b>00272</b>	
166. Container/vehicle size: <b>8'x20'</b>		167. Total gross weight (kg): <b>2,240</b>	
168. Total gross weight (kg): <b>19,676</b>		169. Total gross weight (kg): <b>19,676</b>	
170. Container/vehicle identification code: <b>HJCU 818438-1</b>		171. Total number of containers/vehicles: <b>00272</b>	
172. Container/vehicle size: <b>8'x20'</b>		173. Total gross weight (kg): <b>2,240</b>	
174. Total gross weight (kg): <b>19,676</b>		175. Total gross weight (kg): <b>19,676</b>	
176. Container/vehicle identification code: <b>HJCU 818438-1</b>		177. Total number of containers/vehicles: <b>00272</b>	
178. Container/vehicle size: <b>8'x20'</b>		179. Total gross weight (kg): <b>2,240</b>	
180. Total gross weight (kg): <b>19,676</b>		181. Total gross weight (kg): <b>19,676</b>	
182. Container/vehicle identification code: <b>HJCU 818438-1</b>		183. Total number of containers/vehicles: <b>00272</b>	
184. Container/vehicle size: <b>8'x20'</b>		185. Total gross weight (kg): <b>2,240</b>	
186. Total gross weight (kg): <b>19,676</b>		187. Total gross weight (kg): <b>19,676</b>	
188. Container/vehicle identification code: <b>HJCU 818438-1</b>		189. Total number of containers/vehicles: <b>00272</b>	
190. Container/vehicle size: <b>8'x20'</b>		191. Total gross weight (kg): <b>2,240</b>	
192. Total gross weight (kg): <b>19,676</b>		193. Total gross weight (kg): <b>19,676</b>	
194. Container/vehicle identification code: <b>HJCU 818438-1</b>		195. Total number of containers/vehicles: <b>00272</b>	
196. Container/vehicle size: <b>8'x20'</b>		197. Total gross weight (kg): <b>2,240</b>	
198. Total gross weight (kg): <b>19,676</b>		199. Total gross weight (kg): <b>19,676</b>	
200. Container/vehicle identification code: <b>HJCU 818438-1</b>		201. Total number of containers/vehicles: <b>00272</b>	
202. Container/vehicle size: <b>8'x20'</b>		203. Total gross weight (kg): <b>2,240</b>	
204. Total gross weight (kg): <b>19,676</b>		205. Total gross weight (kg): <b>19,676</b>	
206. Container/vehicle identification code: <b>HJCU 818438-1</b>		207. Total number of containers/vehicles: <b>00272</b>	
208. Container/vehicle size: <b>8'x20'</b>		209. Total gross weight (kg): <b>2,240</b>	
210. Total gross weight (kg): <b>19,676</b>		211. Total gross weight (kg): <b>19,676</b>	
212. Container/vehicle identification code: <b>HJCU 818438-1</b>		213. Total number of containers/vehicles: <b>00272</b>	
214. Container/vehicle size: <b>8'x20'</b>		215. Total gross weight (kg): <b>2,240</b>	
216. Total gross weight (kg): <b>19,676</b>		217. Total gross weight (kg): <b>19,676</b>	
218. Container/vehicle identification code: <b>HJCU 818438-1</b>		219. Total number of containers/vehicles: <b>00272</b>	
220. Container/vehicle size: <b>8'x20'</b>		221. Total gross weight (kg): <b>2,240</b>	
222. Total gross weight (kg): <b>19,676</b>		223. Total gross weight (kg): <b>19,676</b>	
224. Container/vehicle identification code: <b>HJCU 818438-1</b>		225. Total number of containers/vehicles: <b>00272</b>	
226. Container/vehicle size: <b>8'x20'</b>		227. Total gross weight (kg): <b>2,240</b>	
228. Total gross weight (kg): <b>19,676</b>		229. Total gross weight (kg): <b>19,676</b>	
230. Container/vehicle identification code: <b>HJCU 818438-1</b>		231. Total number of containers/vehicles: <b>00272</b>	
232. Container/vehicle size: <b>8'x20'</b>		233. Total gross weight (kg): <b>2,240</b>	
234. Total gross weight (kg): <b>19,676</b>		235. Total gross weight (kg): <b>19,676</b>	
236. Container/vehicle identification code: <b>HJCU 818438-1</b>		237. Total number of containers/vehicles: <b>00272</b>	
238. Container/vehicle size: <b>8'x20'</b>		239. Total gross weight (kg): <b>2,240</b>	
240. Total gross weight (kg): <b>19,676</b>		241. Total gross weight (kg): <b>19,676</b>	
242. Container/vehicle identification code: <b>HJCU 818438-1</b>		243. Total number of containers/vehicles: <b>00272</b>	
244. Container/vehicle size: <b>8'x20'</b>		245. Total gross weight (kg): <b>2,240</b>	
246. Total gross weight (kg): <b>19,676</b>		247. Total gross weight (kg): <b>19,676</b>	
248. Container/vehicle identification code: <b>HJCU 818438-1</b>		249. Total number of containers/vehicles: <b>00272</b>	
250. Container/vehicle size: <b>8'x20'</b>		251. Total gross weight (kg): <b>2,240</b>	
252. Total gross weight (kg): <b>19,676</b>		253. Total gross weight (kg): <b>19,676</b>	
254. Container/vehicle identification code: <b>HJCU 818438-1</b>		255. Total number of containers/vehicles: <b>00272</b>	
256. Container/vehicle size: <b>8'x20'</b>		257. Total gross weight (kg): <b>2,240</b>	
258. Total gross weight (kg): <b>19,676</b>		259. Total gross weight (kg): <b>19,676</b>	
260. Container/vehicle identification code: <b>HJCU 818438-1</b>		261. Total number of containers/vehicles: <b>00272</b>	
262. Container/vehicle size: <b>8'x20'</b>		263. Total gross weight (kg): <b>2,240</b>	
264. Total gross weight (kg): <b>19,676</b>		265. Total gross weight (kg): <b>19,676</b>	
266. Container/vehicle identification code: <b>HJCU 818438-1</b>		267. Total number of containers/vehicles: <b>00272</b>	
268. Container/vehicle size: <b>8'x20'</b>		269. Total gross weight (kg): <b>2,240</b>	
270. Total gross weight (kg): <b>19,676</b>		271. Total gross weight (kg): <b>19,676</b>	
272. Container/vehicle identification code: <b>HJCU 818438-1</b>		273. Total number of containers/vehicles: <b>00272</b>	
274. Container/vehicle size: <b>8'x20'</b>		275. Total gross weight (kg): <b>2,240</b>	
276. Total gross weight (kg): <b>19,676</b>		277. Total gross weight (kg): <b>19,676</b>	
278. Container/vehicle identification code: <b>HJCU 818438-1</b>		279. Total number of containers/vehicles: <b>00272</b>	
280. Container/vehicle size: <b>8'x20'</b>		281. Total gross weight (kg): <b>2,240</b>	
282. Total gross weight (kg): <b>19,676</b>		283. Total gross weight (kg): <b>19,676</b>	
284. Container/vehicle identification code: <b>HJCU 818438-1</b>		285. Total number of containers/vehicles: <b>00272</b>	
286. Container/vehicle size: <b>8'x20'</b>		287. Total gross weight (kg): <b>2,240</b>	
288. Total gross weight (kg): <b>19,676</b>		289. Total gross weight (kg): <b>19,676</b>	
290. Container/vehicle identification code: <b>HJCU 818438-1</b>		291. Total number of containers/vehicles: <b>00272</b>	
292. Container/vehicle size: <b>8'x20'</b>		293. Total gross weight (kg): <b>2,240</b>	
294. Total gross weight (kg): <b>19,676</b>		295. Total gross weight (kg): <b>19,676</b>	
296. Container/vehicle identification code: <b>HJCU 818438-1</b>		297. Total number of containers/vehicles: <b>00272</b>	
298. Container/vehicle size: <b>8'x20'</b>		299. Total gross weight (kg): <b>2,240</b>	
300. Total gross weight (kg): <b>19,676</b>		301. Total gross weight (kg): <b>19,676</b>	
302. Container/vehicle identification code: <b>HJCU 818438-1</b>		303. Total number of containers/vehicles: <b>00272</b>	
304. Container/vehicle size: <b>8'x20'</b>		305. Total gross weight (kg): <b>2,240</b>	
306. Total gross weight (kg): <b>19,676</b>		307. Total gross weight (kg): <b>19,676</b>	
308. Container/vehicle identification code: <b>HJCU 818438-1</b>		309. Total number of containers/vehicles: <b>00272</b>	
310. Container/vehicle size: <b>8'x20'</b>		311. Total gross weight (kg): <b>2,240</b>	
312. Total gross weight (kg): <b>19,676</b>		313. Total gross weight (kg): <b>19,676</b>	
314. Container/vehicle identification code: <b>HJCU 818438-1</b>		315. Total number of containers/vehicles: <b>00272</b>	
316. Container/vehicle size: <b>8'x20'</b>		317. Total gross weight (kg): <b>2,240</b>	
318. Total gross weight (kg): <b>19,676</b>		319. Total gross weight (kg): <b>19,676</b>	
320. Container/vehicle identification code: <b>HJCU 818438-1</b>		321. Total number of containers/vehicles: <b>00272</b>	
322. Container/vehicle size: <b>8'x20'</b>		323. Total gross weight (kg): <b>2,240</b>	
324. Total gross weight (kg): <b>19,676</b>		325. Total gross weight (kg): <b>19,676</b>	
326. Container/vehicle identification code: <b>HJCU 818438-1</b>		327. Total number of containers/vehicles: <b>00272</b>	
328. Container/vehicle size: <b>8'x20'</b>		329. Total gross weight (kg): <b>2,240</b>	
330. Total gross weight (kg): <b>19,676</b>		331. Total gross weight (kg): <b>19,676</b>	
332. Container/vehicle identification code: <b>HJCU 818438-1</b>		333. Total number of containers/vehicles: <b>00272</b>	
334. Container/vehicle size: <b>8'x20'</b>		335. Total gross weight (kg): <b>2,240</b>	
336. Total gross weight (kg): <b>19,676</b>		337. Total gross weight (kg): <b>19,676</b>	
338. Container/vehicle identification code: <b>HJCU 818438-1</b>		339. Total number of containers/vehicles: <b>00272</b>	
340. Container/vehicle size: <b>8'x20'</b>		341. Total gross weight (kg): <b>2,240</b>	
342. Total gross weight (kg): <b>19,676</b>		343. Total gross weight (kg): <b>19,676</b>	
344. Container/vehicle identification code: <b>HJCU 818438-1</b>		345. Total number of containers/vehicles: <b>00272</b>	



HANJIN SHIPPING

## NON-NEGOTIABLE WAYBILL

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) <b>ARIES GLOBAL LOGISTICS, INC.</b> 747 VIRGINIA AVENUE SUITE 200 HAPEVILLE, GA 30354		BOOKING NO. <b>ATL79058051A1</b>		DOCUMENT NO.		EXPORT REC <b>N</b>	
CONSIGNEE/COMPLETE NAME AND ADDRESS (NON-NEGOTIABLE UNLESS CONSIGNEE TO ORDER) <b>UMICORE SIA</b> <b>UMICORE PREVIOUS METALS REFINING</b> <b>A. GREINERSSTAAT, 14</b> <b>B-2660 HOBOKEN, BELGIUM</b> <b>TELF:+323 821 71 11</b>		EXPORT REFERENCE <b>03ATOE07280342</b> <b>03ATOE07280341</b>					
NOTIFY PARTY (COMPLETE MAILING ADDRESS) <b>SAME AS CONSIGNEE</b> <b>ATTN: SYBOLT BROUWER</b> <b>TELF:+323 821 71 11</b>		FORWARDING AGENT REFERENCE (COMPLETE NAME AND ADDRESS)					
PORT AND COUNTRY OF ORIGIN <b>NY, USA</b>		ALSO NOTIFY (NAME AND ADDRESS) (DOMESTIC ROUTING)					
SHIP OR PLACE OF RECEIPT <b>EAST HELENA, MT</b>		PRE-CARRIAGE BY					
VESSEL VTY (FLAG) <b>COSCO BREMERHAVEN 0475E</b>		PORT OF LOADING <b>NORFOLK, VA</b>		TYPE OF MOVE		CONTAINERIZED (VESSEL ONLY) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PORT OF DISCHARGE <b>ANTWERP</b>		PLACE OF DELIVERY (BY ON CARRIER) <b>ANTWERP</b>		FINAL DESTINATION (FOR THE MERCHANT'S REFERENCE ONLY)			
CONTAINER NO. MAKING 5/10/07		SEAL NO.		NO. OF PKGS. OF CONTAINERS		TOTAL GROSS WEIGHT KGS (POUNDS)	
HJCU8184381 D2 S/00272 17,436.000 KGS		D/Y 12 BX		120' CONTAINERS SLAC		69,582.000 153401.9283	
HJCU8355566 D2 S/00279 17,382.000 KGS		D/Y 12 BX		48 BOXES COPPER MATTE DROSS/SPEISS ENVIRONMENTALLY HAZARDOUS SUBSTANCE SOLID, N.O.S., CLASS 9, PG111, UN3077 (ARSENIC, LEAD SULFIDE)			
HJCU8495824 D2 S/00284 17,391.000 KGS		D/Y 12 BX					
HJCU8865390 D2 S/00275 17,373.000 KGS		D/Y 12 BX					
NDR RES X20071002015752							
NON NEGOTIABLE							
FREIGHT PREPAID DOOR/CT							

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Final Destination ANTWERP/POWERON contrary to U.S. law is prohibited.  
Optional Declared Value for increased freight charges to avoid Package Limitation: US \$

TOTAL NO. OF PACKAGES OR CONTAINERS IN WORDS **FOUR TWENTY FOOT STANDARD CONTAINERS ONLY**

FRIGHT AND CHARGES	RATED AS	RATE	PER	PREPAID	COLLECT	LADEN ON BOARD THE VESSEL
= Freight All as arranged =						Date 04Oct07 By Kristen TOWNES PLACE OF B/L ISSUANCE ATLANTA, GA, UNITED STATES NO. OF ORIGINAL B/Ls SIGNED NONE DATE OF B/Ls ISSUED 05Oct07

Received by the Carrier from the Shipper in accordance with order and conditions which otherwise enforced herein, the Goods, or the container(s), or package(s) used to contain any cargo therein mentioned, to be carried subject to the terms and conditions provided by this Waybill by the Carrier named herein or any substitute at the Carrier's option and/or other means of transportation, from the place of receipt at the port of loading to the place of discharge or the place of delivery shown herein and there to be delivered to Consignee or on-carrier on payment of all charges due thereon.

The Goods shipped under this Waybill will be delivered to the Party named as Consignee or its authorized agent, on production of proof of identity without any documentary formality. Signed the "Proton" includes delivery of the goods to a party other than the Consignee named in this Waybill, even when instructions must be given to the Carrier or its agent.

The Carrier shall exercise due care in ensuring that delivery is made to the proper party. However, in case of incorrect delivery, the Carrier will accept no responsibility unless due to fault or neglect on the part of the shipper.

This Waybill is not a Document of Title and will not be deemed as evidence of title for the Cargo. However, this Waybill is subject to the terms and conditions of the then effective Carrier's Bill of Lading including but not limited to the Paramount clause, limitation of liability and general terms and conditions, which are applicable to this Waybill.

The Terms and Conditions applying to this Waybill are available from the carrier, its agents and also at www.hanjin.com.

HANJIN SHIPPING CO., LTD.

ATL 79058051A1  
HJS

BILL OF LADING NO.  
\*\* SEA WAYBILL \*\*  
HJSCOREW05327803



HANJIN SHIPPING

## NON-NEGOTIABLE WAYBILL

SHIPPER(S) (COMPLETE NAME AND ADDRESS) <b>ARIES GLOBAL LOGISTICS, INC.</b> <b>747 VIRGINIA AVENUE</b> <b>SUITE 200</b> <b>HAPEVILLE, GA. 30354</b>		BOOKING NO. <b>ATL79058051B1</b>		(DOCUMENT NO.)		EXPORT DEC <b>M</b>	
CONSIGNEE (COMPLETE NAME AND ADDRESS) (NON-NEGOTIABLE UNLESS COMBINED TO ORDER) <b>NY UNICORE SA</b> <b>UNICORE PRECIOUS METALS REFINING</b> <b>A. GREINERSTRAAT, 14</b> <b>B-2660 HOBOKEN, BELGIUM</b> <b>TELEF: +323 821 71 11</b>		FORWARDING AGENT REFERENCE(S) (COMPLETE NAME AND ADDRESS)					
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) <b>SAME AS CONSIGNEE</b> <b>TELEF: +232 821 71 11</b> <b>ATTN: SYBOLT BROUWER</b>		PORT AND COUNTRY OF ORIGIN <b>NY, USA</b>					
PER OR PLACE OF RECEIPT <b>SALT LAKE CITY, UT</b>		PRE-CARRIAGE BY		ALSO NOTIFY (NAME AND ADDRESS) (DOMESTIC ROUTING)			
VESSEL VOT (FLAG) <b>COSCO BREMERHAVEN 0475E</b>		PORT OF LOADING <b>NORFOLK, VA</b>		TYPE OF MOVE		CONTAINERIZED (YES/NO) (BY) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PORT OF ORIGIN <b>ANTWERP</b>		PLACE OF DELIVERY (BY OR CARRIER) <b>ANTWERP</b>		FINAL DESTINATION (IF NOT THE MERCHANT'S REFERENCE ONLY)			
CONTAINER NO. MAJOR & MINOR		SEAL NO.		NO OF PKGS OR CONTAINERS		KIND OF PACKAGES (DESCRIPTION OF GOODS)	
<b>IMBU3923818 D2</b>		<b>D/Y</b>		<b>12 BX</b>		<b>SHIPPER'S LOAD &amp; COUNT</b>	
<b>S/00287</b>		<b>17,382.000 KGS</b>		<b>12 BX</b>		<b>69,582.000</b>	
<b>MEDU2012929 D2</b>		<b>D/Y</b>		<b>12 BX</b>		<b>48 BOXES COPPER MATTE SPEISS 153401.9 LBS</b>	
<b>S/00273</b>		<b>17,366.000 KGS</b>		<b>12 BX</b>		<b>ENVIRONMENTALLY HAZARDOUS</b>	
<b>MEDU2226767 D2</b>		<b>D/Y</b>		<b>12 BX</b>		<b>SUBSTANCE SOLID, N.O.S., CLASS 9,</b>	
<b>S/277</b>		<b>17,436.000 KGS</b>		<b>12 BX</b>		<b>III, UN3077</b>	
<b>MSCU6720093 D2</b>		<b>D/Y</b>		<b>12 BX</b>		<b>HDR AES X20071002016714</b>	
<b>S/286</b>		<b>17,400.000 KGS</b>		<b>12 BX</b>		<b>NON NEGOTIABLE</b>	
<b>==FREIGHT PREPAID==</b> <b>CY/CY</b>							

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Final Destination: ANTWERP (Overseas) contrary to U.S. law is prohibited.

Optional Declared Value for Insurance and Freight charges to avoid Package Limitation: US \$

TOTAL NO OF PACKAGES OR CONTAINER IN WORDS **FOUR TWENTY FOOT STANDARD CONTAINERS ONLY**

FREIGHT AND CHARGES	RATES AS	RATE	PKT	PORT AND	COLLECT	LADEN ON BOARD THE VESSEL
<b>= Freight: All as arranged =</b>						<b>DWT 0400t07</b>
						<b>by Kristen TOWNES</b>
						<b>PLACE OF B/L ISSUE</b>
						<b>ATLANTA, GA, UNITED STATES</b>
						<b>NO OF ORIGINAL B/L ISSUED</b>
						<b>NONE</b>
						<b>DATE OF B/L ISSUE</b>
						<b>05Oct07</b>
						<b>FILE OF LADING NO.</b>
						<b>** SEA WAYBILL **</b>
						<b>HJSCORF05328205</b>

Received by the Carrier from the Shipper in apparent good order and condition under otherwise indicated herein, the Goods, or the container(s), or package(s) as in or on the cargo receipt mentioned herein, to be carried subject to the terms and conditions provided by this Waybill by the Vessel named herein or any substitute at the Carrier's option and under other means of transportation, from the point of receipt at the port of loading to the point of discharge at the place of delivery shown herein and there in the bill of lading or on the carrier's payment of all charges due thereon.

The Cargo shipped under this Waybill will be delivered to the Party named as Consignee or its authorized agent, on production of proof of identity, subject to any necessary consignee's signature. Should the Shipper require delivery of the cargo to a party other than the Consignee, stated in the Waybill, then written instructions must be given to the Carrier or its agent. The Carrier shall exercise due care ensuring that delivery is made in the proper party. However, in case of inland delivery, the Carrier will accept no responsibility unless due to fault or neglect on its part.

The Waybill is not a document of title and shall not be deemed as evidence of title for the Cargo. However, this Waybill is subject to the terms and conditions of the then effective Carrier's Bill of Lading including but not limited to the Paramount Clause, limitation of liability and declared value clauses, which are applicable to the present. The Terms and Conditions applying to this Waybill are available from the carrier, its agent and also at www.hanjin.com.

HANJIN SHIPPING CO., LTD.

HJS

**EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

**Scrap Metal Daily Transfer and Delivery Salvage Reports  
(September 11, 2007 through September 29, 2007)**

# CWC DAILY T & D - SALVAGE REPORT

<b>DATE</b>	9-29-07
<b>JOB #</b>	27008
<b>JOB NAME</b>	ARSARCO
<b>HARD LOADS</b>	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C, MON, HAS C, 316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	15	99.16	198,320
#2 Steel				
#2 Shred				
#1 Torch				

# CWC DAILY T & D -SALVAGE REPORT

<b>DATE</b>	9-28-07
<b>JOB #</b>	27008
<b>JOB NAME</b>	ARSARCO
<b>HARD LOADS</b>	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C, MON, HAS C, 316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	13.5	85.28	175600
#2 Steel				
TIN #2 Shred		1.5	2.8	5600
#1 Torch				



## CWC DAILY T & D -SALVAGE REPORT

DATE	9-27-07
JOB #	27008
JOB NAME	ARSARCO

### HARD LOADS

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

### SOFT LOADS

HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

### SALVAGE

Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	25.5	151.465	302930
#2 Steel				
TIN #2 Shred		.5	2.849	5690
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

<b>DATE</b>	9-26-07
<b>JOB #</b>	27008
<b>JOB NAME</b>	ARSARCO
<b>HARD LOADS</b>	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	6	35.03	70060
#2 Steel				
#2 Shred				
#1 Torch				

# CWC DAILY T & D -SALVAGE REPORT

DATE	9-25-07
JOB #	27008
JOB NAME	ARSARCO

## HARD LOADS

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

## SOFT LOADS

HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

## SALVAGE

Breakage				
C, MON, HAS C, 316 & 304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	7.5	40.62	81,240
#2 Steel				
TIN #2 Shred		.5	2.55	5100
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

DATE	9-24-07
JOB #	27008
JOB NAME	ARSARCO

### HARD LOADS

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

### SOFT LOADS

HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

### SALVAGE

Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	12	115,465	230,930
#2 Steel				
#2 Shred				
#1 Torch				

# CWC DAILY T & D - SALVAGE REPORT

DATE	9-22-07
JOB #	27008
JOB NAME	ARSARCO

## HARD LOADS

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

## SOFT LOADS

HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

## SALVAGE

Breakage				
C, MON, HAS C, 316 & 304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	14	7172	143,440
#2 Steel				
#2 Shred				
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

DATE	9-20-07
JOB #	27008
JOB NAME	ARSARCO
HARD LOADS	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	21	115.98	
#2 Steel				
#2 Shred				
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

DATE	9-18-07
JOB #	27008
JOB NAME	ARSARCO

### HARD LOADS

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

### SOFT LOADS

HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

### SALVAGE

Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	26	152.21	
#2 Steel				
#2 Shred				
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

DATE	9-15-07
JOB #	27008
JOB NAME	ARSARCO
HARD LOADS	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C, MON, HAS C, 316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	12	60.95	
#2 Steel				
#2 Shred				
#1 Torch				



## CWC DAILY T & D -SALVAGE REPORT

DATE	9-14-07
JOB #	27008
JOB NAME	ARSARCO
HARD LOADS	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				
SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			
SALVAGE				
Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	5	27.27	
#2 Steel				
<del>Tint</del> <del>-#2 Shred</del>		1	2.94	
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

DATE	9-13-07
JOB #	27008
JOB NAME	ARSARCO
HARD LOADS	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	7	59.62	
#2 Steel				
#2 Shred				
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

DATE	9-12-07
JOB #	27008
JOB NAME	ARSARCO
HARD LOADS	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C, MON, HAS C, 316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	7	52.32	
#2 Steel				
#2 Shred				
#1 Torch				

## CWC DAILY T & D -SALVAGE REPORT

<b>DATE</b>	9-11-07
<b>JOB #</b>	27008
<b>JOB NAME</b>	ARSARCO
<b>HARD LOADS</b>	

	DISPOSAL / SALVAGE SITE	LOADS	TONS	LBS
LOWSIDE END DUMP				
HIGHSIDE END DUMP				
10 WHEELER				
BOBTAIL				
BINS				

SOFT LOADS				
HIGHSIDE END DUMP				
HIGHSIDE END DUMP				
LOWSIDE END DUMP				
30 CUBIC YARD BIN	BFI - Fiberglass			
12 CUBIC YARD BIN	BFI - ACM load			
30 CUBIC YARD BIN	BFI / Allied Waste			

SALVAGE				
Breakage				
C,MON,HAS C,316&304				
Al, Al/Cu rads				
Copper				
316 STAINLESS				
PREPARED P&S				
UNPREPARED P&S	PACIFIC RECYCLING	4	26.1	
#2 Steel				
Tin #2 Shred		2	7.14	
#1 Torch				

**EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

**Certification Letter, Barnum Coverall Building**



August 23, 2007

Mr. Jon Nickel  
ASARCO LLC  
P.O. Box 1230  
East Helena, MT 59636

RE: Certification of Building 6B (Barnum) for Hazardous Waste Storage

Dear Jon,

This letter report documents my analysis of the suitability of Building 6B at the Asarco East Helena Plant for the storage of hazardous waste materials. Building 6B was constructed in 1999 on the Asarco East Helena Plant using a fabric covered steel building from *Cover-All Buildings of Montana*.

#### **40 CFR 265 Subpart DD, Containment Buildings**

This federal regulation is the basis for determining the suitability of Building 6B at the Asarco East Helena Plant for storage of hazardous waste materials. The building was analyzed using the following criteria from this regulation.

1. Does the building completely enclose the hazardous waste with a floor, a wall, and a roof to prevent exposure to the elements and to assure containment of managed wastes? 265.1101(a)(1)

*Yes. Building 6B consists of a light metal frame building clad with fabric skin, manufactured by Cover-All, attached to a short concrete perimeter wall keyed to a concrete slab-on-grade floor. In addition, around the perimeter of the building interior is constructed an ecology block wall. There are two overhead doors for equipment access at opposite ends of the building. In addition, there are two personnel doors, one adjacent to each of the overhead doors. The building has no windows. As long as it is well maintained, the Cover-All building structure will prevent exposure of stored hazardous wastes to the elements and the perimeter wall will assure containment of managed wastes. During the inspection it was noted that the building manufacturer had previously repaired a fabric seam on the south end of the building that was visibly separated. Although there were a couple other small separations that required this same attention, they are not significant. However, Asarco should have them repaired before they grow any bigger. The fabric-*

*membranes carry a 15-year warranty and are nearing the end of this warranty period.*

2. Are the building's floor and containment walls designed and constructed of materials of sufficient strength and thickness to support themselves, the waste contents, and any personnel and heavy equipment that operate within the unit? Are the building's floor and containment walls designed and constructed of materials of sufficient strength and thickness to prevent failure due to pressure gradients, settlement, compression, uplift, physical contact with the hazardous wastes, climatic conditions, and the stresses of daily operation, including the movement of heavy equipment within the unit and contact of such equipment with containment walls? 265.1101(a)(2)

*The building's floor and walls are designed and constructed of materials of sufficient strength and thickness to support the building, the waste contents, and any personnel and heavy equipment that will operate inside the unit. In addition, they are designed and constructed with sufficient strength and thickness to prevent failure due to pressure gradients, settlement, compression, uplift, physical contact with the wastes, climatic conditions, and the stresses of daily operations, including the movement of heavy equipment within the unit and contact of equipment with the walls. Although the lightly framed fabric building walls are not sufficient to withstand interior loads or vehicle impacts, they are protected by ecology block interior walls. These walls are constructed several feet out from the perimeter concrete walls. During an initial inspection the existing concrete slab floor showed some evidence of cracking and spalling. Asarco has had the concrete overlain with 2-inches of asphalt as a surface treatment to repair these defects.*

3. Are the walls and floors that will be in contact with the hazardous wastes chemically compatible with those wastes? 265.1101(a)(2)

*Yes. The asbestos, arsenic and heavy metal laden construction materials that Asarco proposes to temporarily store in the building are chemically compatible with concrete and asphalt. Incompatible hazardous wastes containing solvents or that contain free liquids that could soften the asphalt surface must not be placed in the building.*

4. Do the building's lightweight doors or windows provide an effective barrier against fugitive dust emissions and is the waste material stored in a manner that assures that it will not actually come in contact with the openings? 265.1101(a)(2)

*Yes. The building has 2 overhead doors and two personnel doors. These doors should be kept closed when hazardous waste is stored in the building. The building has no windows. Because these doors are constructed of lightweight material, Asarco will need to also make certain that the waste will not be stored in contact with*

*any of the doors. The overhead and personnel doors on the south side of the building appear to be used very infrequently, and it could be tempting to store material in front of them or up against them. Asarco should adopt operational controls to insure that this does not occur or that the ecology block wall is extended across this doorway to prevent waste from contacting the doors.*

5. Will the containment building be used for managing hazardous wastes containing free liquids or treated with free liquids? 265.1101 (b)

*No. Asarco has assured me that this facility will not be used for managing hazardous wastes containing free liquids, but will be used primarily for temporary storage of construction debris that may contain asbestos, arsenic and heavy metals. Therefore, paragraph 265.1101(b) of 40 CFR is not applicable to this building.*

6. Does the owner or operator of the containment building use controls and practices to ensure containment of the hazardous waste within the unit? 265.1101(c)(1)

*Yes. The building doors and sealed skin ensure containment of the hazardous waste within the unit. The building entrance has been provided with a low ramp and the building perimeter with concrete grade walls to prevent storm water from entering the building or spills from leaving the building.*

7. Does the owner or operator of the containment building maintain the primary barrier to be free of significant cracks, gaps, corrosion, or other deterioration that could cause hazardous waste to be released? 265.1101(c)(1)(i)

*Yes. As explained in item 2, the concrete floor has been overlain with asphalt concrete and the fabric skin has been adequately repaired.*

8. Does the owner or operator of the containment building maintain the level of the stored/treated hazardous waste within the containment walls of the unit so that the height of any containment wall is not exceeded? 265.1101(c)(1)(ii)

*Yes. Asarco will need to monitor the height of loose waste stored in this building to ensure that it is contained within ecology block bins and does not overtop the walls and that the walls remain vertical and stable after material is placed. The walls are currently 6-feet high but may be raised to 10 feet. Therefore, Asarco should monitor the waste height in the building to ensure that it does not threaten to overtop the containment walls.*

9. Has the owner or operator of the containment building taken measures to prevent the tracking of hazardous waste out of the unit by personnel or by equipment used in



handling the waste, and is an area designated to decontaminate the equipment, which collects the rinsate for proper treatment? 265.1101(c)(1)(iii)


*Yes. Although the building itself does not have a decontamination area for personnel, equipment, or vehicles, the East Helena Plant has a change building for personnel and a vehicle wash facility for decontamination of vehicles and equipment. Rinsate from this facility is collected and treated on site.*

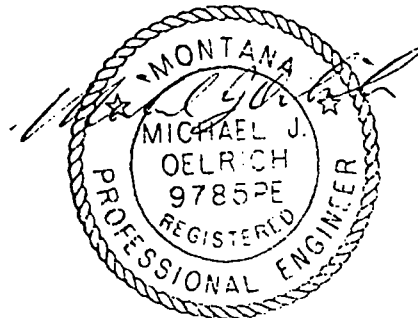
10. Has the owner or operator of the containment building taken measures to control fugitive dust emissions such that any openings exhibit no visible emissions?  
265.1101(c)(1)(iv)

*Yes. This building skin is well maintained and tightly sealed and the overhead doors are in good condition. Asarco should make sure that these doors are kept in proper working condition and kept closed when not in use and waste is in the building.*

By my seal, I certify that the containment building on Asarco's East Helena Plant known as Building 6B is designed to meet the requirements of 40 CFR 265.1101, paragraphs (a) through (c).

Sincerely,

  
Michael J. Oelrich, P.E.  
Civil Engineer



**EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007**

**Contract Containing Statement of Compliance with European Council's Regulations,  
Regulations that Govern Deliveries, and Elemental Limits  
H&H Metals Corporation and NORDDEUTSCHE AFFINERIE  
Lead Bullion from Dross Plant**



29 November 2006

## CONTRACT

between

and

H & H Metals Corporation  
50 Main Street  
White Plains  
NY 10606

NORDDEUTSCHE AFFINERIE  
Aktiengesellschaft  
P.O.B. 10 48 40  
D-20033 Hamburg  
Germany

(hereinafter called „Supplier“)

(hereinafter called „NA“)

covering the utilisation by NA of valuable metal from waste, classified in compliance with the annexes of the European Council's regulation EEC/259/93 on the supervision and control of transfrontier shipments of waste.

**Material:** 10 04 01\* Slag from primary and secondary lead production

**Notification no.:** US /

By order of the Environmental Authorities in Hamburg, NA's plant has been approved as a Pre-authorized Recovery Facility in accordance with section 9 of the Council's regulation EEC/259/93.

NA undertakes to utilise the material notified by Supplier in accordance with the existing official permits and, in so doing, to recover the valuable metals contained in such materials.

Furthermore,

- Seller undertakes, on the competent authorities' request, to provide information and supporting documents as necessary for the notification (Section 6(5));
- Supplier undertakes, in compliance with section 25 and section 26, § 2, to take the notified material back in the event that shipment has not been completed as planned or it has been effected in violation of the Council's regulation EEC/259/93;
- NA undertakes, in the event of re-transfer of the material to be utilised to another EU member state or a third country, to provide the notification of the initial country of dispatch;
- NA undertakes, as soon as possible and not later than 180 days after receipt of the material, to arrange for a certificate to be sent to Supplier to the effect that the material has been utilised in an environmentally compatible manner.

Date:

Date: 29.11.2006

NORDDEUTSCHE AFFINERIE AG

ppa. Hölandt

i.A. Dr. Müller

H & H METALS CORP.



## Delivery regulations

### Notification of shipment

To guarantee a proper course of your shipment it is an urgent necessity, that you transmit the corresponding delivery papers to our sales office in Hanau by fax at least three working days in advance of the delivery.

### Delivery

free, packed and insured (cif) to:  
Norddeutsche Affinerie AG  
Probenahme - Herr Heinrich Kreutzmann  
Müggenburger Hauptdeich 2

20539 Hamburg

You have the possibility to ship through Johnson Matthey, West Deptford. Please find the charges and the address below:

Lots of a gross weight < 3.000 kgs	-	250,00 US\$ per lot
Lots of a gross weight > 3.000 kgs (max 1 full container load)	-	550,00 US\$ per lot

Further we will charge you with the partial container charges according to your gross weight.

Johnson Matthey Chemicals  
Mr. Jack Brill  
2001 Nolte Drive  
08066 West Deptford, NJ  
USA

Please mark the drums as follows:  
"For Norddeutsche Affinerie, Germany"

### Packing

Your material shall be delivered in super-sacs or 200 l steeldrums with lid and tension ring.

### Composition of material

We proceed from the assumption that your material is free of deleterious, dangerous, radioactive and/or disturbing elements. There are different limits for different elements as you can see from appendix "Deleterious elements". In case your shipments contain deleterious elements - if applicable above the defined limits - you will be liable for any damages caused by those elements. We feel free to refuse the acceptance or to send back such material at your expenses as soon as we recognise those deleterious elements during our operations.

Catalyst materials shall not contain any carbon, hydrocarbon or solvents

### Sampling / Further treatment

Weighing and sampling in trust. You have the right to be represented during weighing and sampling operations at your own expenses.

In case we do not receive your written instructions to hold the material, it will be released into our refining circuit on completion of weighing and sampling operations.



### Surcharge List

In general, material shall be free of harmful, radioactive or deleterious elements.  
Contents of any of these elements shall be notified in advance and are subject to approval.

Special surcharges apply for following elements:

Element:				Surcharge In US\$ per kg contained:	Limit content:	
As:	>	0,1	%	5,00	1,0	%
Sb:	>	0,1	%	5,00	1,0	%
Bi:	>	0,005	%	15,00	1,0	%
Ni:	>	0,1	%	4,00	----	%
Sn:	>	0,1	%	6,00	5,0	%
Zn:	>	0,1	%	1,25	10,0	%
Cd:	>	0,01	%	23,00	0,05	%
Hg:	>	0,001	%	18,00	0,1	%
Te:	>	0,01	%	12,00	0,5	%
Br:	>	0,01	%	14,00	1,0	%
Cl:	>	0,01	%	14,00	1,0	%
J:	>	0,001	%	14,00	0,1	%
F:	>	0,01	%	20,00	0,5	%

EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007

September 26, 2007 Pacific Steel and Recycling Letter



**PACIFIC**  
STEEL & RECYCLING

September 26, 2007

Randy Cook  
Cleveland Wrecking  
628 E. Edna Place  
Covina CA 91723

Dear Randy:

The following mill will export the material Pacific is shipping from your job in Helena, Montana:

Schnitizer Steel  
12005 North Burgard Road  
Portland OR 97203

The following mill will melt down the material Pacific is shipping from your job in Helena, Montana. The melted down scrap material will then be re-used in other steel products.

Nucor  
2424 SW Andover  
Seattle WA 98106

Both mills comply with all federal requirements for processing scrap metal.

Sincerely,

Mike Kempel  
Branch Manager

EAST HELENA SITE  
QUARTERLY PROGRESS REPORT  
JULY 2007 - SEPTEMBER 2007

September 26, 2007 Pacific Steel and Recycling Letter





**PACIFIC**  
STEEL & RECYCLING

Shaun O'Connor  
URS Corporation,  
Randy Cook  
Cleveland Wrecking Co.

The Scrap Iron price is based on a percentage of the "Iron Age Scrap Price Bulletin" Composite Price. Scrap No. 1 hvy. converted from gross ton to net ton (gross ton divided by 1.12 = net ton). We will use the first publication of the month, and follow it on a monthly basis.

September 2007 Scrap price for the ASARCO plant in Helena MT. Composite price is [REDACTED] gross ton divided by 1.12 = [REDACTED] net ton.

Prepared Scrap Iron (loaded into our roll off container on site) Composite net minus [REDACTED] = [REDACTED] net ton

Unprepared (loaded into our roll off container on site) Composite net minus [REDACTED] = [REDACTED] net ton

Tin siding/roofing (loose in a pile, we will provide a tin baler and trucking)  
Composite net minus [REDACTED] = [REDACTED] net ton

Thank you,

  
Mike

**PRICE & PRODUCTION DATA****U.S. Steel Production**

&lt;dark-production&gt;

	Two Weeks Ago	Three Weeks Ago	To Date 2007	To Date 2006
Net tons, in thousands	2,114	2,078	68,926	72,803
Capacity utilization rate	89.3	87.8	85.2	90.0

**Steel Production by Districts**

	Two Weeks Ago	Three Weeks Ago	Month Ago	Year Ago
Northeast Coast	134	138	149	167
Pittsburgh/Youngstown	201	202	209	191
Lake Erie	99	103	107	86
Detroit	126	120	115	117
Indiana/Chicago	526	544	520	484
Midwest	268	249	253	264
Southern	667	634	618	657
Western	93	88	87	87
U.S. Production	2,114	2,078	2,058	2,053

Source: American Iron &amp; Steel Institute

**Lake Superior Ore Prices**

51.50% Fe Natural delivered lower Lake ports unless otherwise stated. Rail transportation, handling and unloading may be charged to the buyer. Coarse ore 80¢ premium.

Pellets (per iron unit natural).....	gross-ton 37.344 *
Pellets (per iron unit natural).....	gross-ton 59.4 **
Pellets (per iron unit natural).....	gross-ton 73.05 ***
Pellets (per iron unit natural).....	gross-ton 72.45 ****
Mesabi, regular-unscreened .....	gross-ton 32.53
Mesabi, non-bessemer .....	gross-ton 30.03-31.53

\*37.344¢ - U.S. Steel, 6/5/95, FOB Mount Iron, Minn.

\*\*59.4¢ - Cleveland Cliffs, 6/5/95, delivered hold of vessel, upper Lake ports.

\*\*\*73.05¢ - Cleveland Cliffs, 1/6/97, delivered hold of vessel, lower Lake ports.

\*\*\*\*72.45¢ - Oglebay Norton, 6/5/95, delivered hold of vessel, lower Lake ports.

**COMPOSITE PRICES**

	This Week	Week Ago	Month Ago	Year Ago
Scrap No. 1 hvy.*	255.83	253.50	254.17	198.00
Shredded Scrap	284.17	279.17	279.17	237.83
No. 1 dealer bundles**	285.00	284.50	284.50	261.25
No. 2 bundles***	217.00	217.00	217.00	159.50

\*Scrap composite: No. 1 heavy and Shredded scrap are an average of prices delivered to consumers in Pittsburgh, Philadelphia, and Chicago. All three scrap composites are in gross tons.

\*\*The Composite for No. 1 dealer bundle is the average delivered price in those cities plus Detroit (f.o.b. yard)

\*\*\*The Composite for No. 2 Bundle is the average delivered price in Pittsburgh and Chicago in Gross tons

**METALLICS PRICE COMPARISON**

(Dollars per gross ton)

	This Week	Week Ago	Month Ago	Year Ago
No. 1 steel, Pittsburgh .....	249.50	249.50	249.50	179.50
No. 1 steel, Philadelphia .....	263.50	256.50	258.50	218.00
No. 1 steel, Chicago .....	254.50	254.50	254.50	199.50
No. 1 bundles, Detroit .....	239.50	239.50	239.50	222.50
No. 1 busheling, Chi .....	329.50	314.50	307.50	284.50
Shredded Scrap, Pittsburgh.....	284.50	284.50	284.50	225.50
Shredded scrap, Phila .....	293.50	278.50	278.50	258.50
Shredded Scrap, Chicago .....	274.50	274.50	274.50	229.50
Plate and struc., 5 ft., Clev. ....	251.50	251.50	251.50	186.50
No. 1 mach'y cast., Pgh.....	289.50	289.50	289.50	249.50
No. 1 mach'y cast., Phila .....	283.50	283.50	283.50	248.50
No. 1 mach'y cast., Chi .....	349.50	349.50	349.50	314.50
St'less, 18-8 bd./sol., Pgh .....	1,287.50	1,287.50	1,287.50	2,687.50
Hot-briquetted iron,				
F.O.B. N.O. ....	317.50	317.50	304.80	289.56
Brazilian basic pig iron,				
F.O.B. N.O. ....	383.54	383.54	383.54	309.88

**SCRAP****SUBSCRIPTION ORDER FORM**

P.O. Box 15577 • North Hollywood, CA 91615-5577 • 1-877-236-8858 TEL • 1-818-487-4550 FAX

F1HJWR

YES! Please start my one-year subscription to *Iron Age/Scrap Price Bulletin* for:

- ☐ \$565: *Scrap Price Bulletin* mailed to you every week (52 times a year)\*
- ☐ \$685: *Scrap Price Bulletin Online* ([www.scrappricebulletin.com](http://www.scrappricebulletin.com)) with e-mail alert
- ☐ \$660: *Scrap Price Bulletin Online* without e-mail alert
- ☐ \$595: Weekly *Scrap Price Bulletin* emailed to you by Tuesday of each week.

☐ Payment enclosed ☐ Bill my ☐ Visa ☐ Master Card ☐ American Express

Account Number

Expiration Date

Name

Title

Company Name

Address

City

State

Zip

Country

Email

Telephone

Fax

\*Outside the U.S., Canada, Mexico, the subscription price is \$475.